AGENDA
Mobile City Council

Auditorium
Government Plaza
205 Government Street
Mobile, AL 36644

Tuesday, April 1, 2025, 10:30 AM

1. **CALL TO ORDER**

2. **INVOCATION**

   Chaplain Treyon Woolfolk

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**

6. **APPROVAL OF MINUTES**

   March 25, 2025

7. **COMMUNICATIONS FROM THE MAYOR**

8. **ADOPTION OF THE AGENDA**

9. **APPEALS**

   Request of Ashlyn Pierce for a waiver of the Noise Ordinance at the Bragg-Mitchell

Mansion on May 3, 2025, from 5:00 p.m. - 11:00 p.m. (District 1).

Request of Susan Comeaux for a waiver of the Noise Ordinance at Washington Square Park on May 11, 2025, from 3:00 p.m. - 6:00 p.m. (District 2).

Request of Christina Boyd for a waiver of the Noise Ordinance at Mardi Gras Park on June 28, 2025, from 3:00 p.m. - 7:00 p.m. (District 2).

Request of Hargrove and Associates for a waiver of the Noise Ordinance at 109 Government Street on May 29, 2025, from 5:00 p.m. - 8:00 p.m. (District 2).

Request of Ethan Hubbell for a waiver of the Noise Ordinance at Public Safety Memorial Park on May 10, 2025, from 6:00 p.m. - 10:00 p.m. (District 5).

Request of Susan McKinnell for a waiver of the Noise Ordinance at Langan Park on April 14, May 24, and September 22, 2025, from 7:00 p.m. - 8:30 p.m. (District 7).

Request of Melvin Showers, Jr. for a waiver of the Noise Ordinance at The Grounds on April 5, 2025, from 8:00 a.m. - 10:00 p.m. (District 7).

10. PUBLIC HEARINGS

Public hearing to declare the structure at 314 Burton Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1826 Toulmin Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1807 White Avenue a public nuisance and order it demolished (District 1).

Public hearing to declare the structure at 1213 Chinquapin Street, f/k/a Chinquepin Street, a public nuisance and order it demolished (District 2).

Public hearing to declare the structure at 753 S. Dr. Thomas Avenue and order it demolished (District 2).

Public hearing to declare the structure at 559 Hickory Street a public nuisance and order it demolished (District 2).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Reggie Hill - comments regarding the City retaining 3rd party law firms, Chapters 38 & 46 of Municipal Code (oversight, court matters, police training, Legal Dept., definitions, & request for legislation), and the long term impact of land grabs made by the City.

12. ORDINANCES HELD OVER

34-014 Ordinance to levy taxes for the tax year beginning October 1, 2025, and for successive years, on all real and personal property and intangibles located in certain areas within the corporate limits of the city of Mobile and to except from such taxes other areas within the corporate limits of the city of Mobile (sponsored by Mayor Stimpson).

13. RESOLUTIONS HELD OVER

01-439 Authorize Intergovernmental Agreement with Mobile County Commission for the Mobile Arena Project (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

01-504 Authorize Agreement with Distinguished Young Women Foundation; $50,000.00 (sponsored by Mayor Stimpson) (submitted by Donna Bryars, Accounting Dept.).

08-509 Approve purchase order to Long Lewis Ford of the Shoals, Inc. for Ford Bronco SUVs for Municipal Enforcement; $59,991.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-511 Approve purchase order to North American Fire Equipment Co., Inc. for fire hose for MFRD; $66,525.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-513 Transfer funds from Project SDT08 to Grant Project G-STPOLDSH for grant match; $125,000.00 (sponsored by Mayor Stimpson) (submitted by Jennifer White, Traffic Eng. Dept.).

21-514 Authorize contract with PL Russell, LLC for Spring Hill Court retaining wall improvements; $349,515.49 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

21-515 Authorize contract with James B. Donaghey, Inc. for History Museum of Mobile HVAC upgrades; $335,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

21-516 Authorize contract with James B. Donaghey, Inc. for History Museum of Mobile chiller replacement; $350,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

47-517 Consider the vacation of City right-of-way located on Farnell Lane (sponsored by Councilmember Daves).

47-518 Consider a vacation fee as a condition of the vacation of City right-of-way located on Farnell Lane (sponsored by Councilmember Daves).

14. <u>CONSENT RESOLUTIONS BEING INTRODUCED</u>

37-521 Recommend approval to the ABC Board for issuance of a Special Events Retail Liquor License to Bottles Up Mobile; 2703 Battleship Pkwy. (sponsored by Councilmember Carroll).

37-522 Recommend approval to the ABC Board for issuance of a Retail Beer/Table Wine (Off Premises Only) License to True High Class; 407 Dauphin Island Pkwy. (sponsored by Councilmember Carroll).

37-523 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Big A S Bando Brunch, Bar, and Grill; 326 Azalea Road (sponsored by Councilmember Daves).

37-524 Recommend approval to the ABC Board for issuance of a Restaurant Retail Liquor License to Holiday Inn Mobile Airport; 3630 Springhill Memorial Dr., S. (sponsored by Councilmember Daves).

40-525 Declare the structure at 314 Burton Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-526 Declare the structure at 1826 Toulmin Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-527 Declare the structure at 1807 White Avenue a public nuisance and order it demolished (sponsored by Councilmember Penn).

40-528 Declare the structure at 1213 Chinquapin Street, f/k/a Chinquepin Street, a public nuisance and order it demolished (sponsored by Councilmember Carroll).

40-529 Declare the structure at 753 S. Dr. Thomas Avenue and order it demolished (sponsored by Councilmember Carroll).

40-530 Declare the structure at 559 Hickory Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

46-531 Honorarily re-name Yukers Street to "Deacon Frederick E. Young Way" (sponsored by Councilmember Carroll).

46-532 Honorarily re-name Oak Drive to "Lucille Gonzales Way" (sponsored by Councilmember Carroll).

58-533 Authorize removal of weeds, Group 1663.

58-534 Assess costs for Repeat Weed Lien Group 85.

60-535 Determine an appropriation to People United to Advance the Dream Mobile, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Donna Bryars, Accounting Dept.).

60-536 Determine an appropriation to Mothers Involved Against Gun Violence serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Donna Bryars, Accounting Dept.).

60-537 Determine an appropriation to Boyington Oak Society serves a public purpose and approve payment (sponsored by Councilmember Reynolds) (submitted by Donna Bryars, Accounting Dept.).

03-553 Appoint Allen Williams as a supernumerary to the Board of Adjustment (sponsored by Councilmember Reynolds).

15. RESOLUTIONS BEING INTRODUCED

01-538 Authorize the Purchase and Sale Agreement for the acquisition of property located at 1668 West Interstate 65 Service Rd. S; $855,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

01-539 Authorize Reimbursable Utility Agreement with Alabama Power Company for the Innovating St. Louis Street project; $120,603.00 (sponsored by Mayor Stimpso) (submitted by Jennifer Greene, Programs & Project Mgmt.).

01-540 Authorize Agreement with Pelican Coast Conservancy for conservation easement for property located off Todd Acres Drive and Kooiman Road; $45,954.60 (sponsored by Mayor Stimpson) (submitted by Lance Slater, Office of Resilience).

08-541 Approve purchase order to Arcadis U.S., Inc. for boring for intersection signals; $79,151.81 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-542 Approve purchase order to Harrells, LLC for fertilizer and herbicide for Azalea City Golf Course; $18,052.87 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-543 Approve purchase order to Imagetrend, LLC for annual renewal of rescue and EMS reporting software for MFRD; $90,375.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-544 Approve purchase order to SHI International Corp. for annual renewal of Microsoft Windows and Office software products for MIT; $412.750.24 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-545 Approve purchase order to Tenex Software Solutions for setup and leasing of electronic polling equipment for 2025 municipal election; $252,264.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-546 Transfer funds from Public Facility Improvements, Alabama Cruise Terminal Fund to Capital Project Cruise Terminal Parking Deck Repair; $200,000.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

09-547 Transfer funds from the Unassigned Fund Balance in the General Fund to Capital Improvement Fund for the Animal Shelter; $330,000.00 (sponsored by Councilmember Reynolds and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept.).

21-548 Authorize contract with McCrory & Williams, Inc. for N. McGregor Reconstruction; $123,695.00; (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by John Forrester, Engineering Dept.).

25-549 Accept an Easement for Recreational Purpose for Three Mile Creek Greenway Trail Project (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout-Clark, REAM Dept. and Jennifer Greene Programs and Project Mgmt.).

31-550 Adopt the Community & Housing Development CDBG, HOME, and ESG FY 2025-26 Action Plan (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by James Roberts, Community & Housing Development).

31-551 Adopt an additional public service provider to the CDBG 2025-26 Action Plan-Boys and Girls Club (sponsored by Mayor Stimpson) (submitted by James Roberts, Community & Housing Development).

60-554 Accept and adopt Title VI 2025 Update Program for the WAVE Transit System (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-555 Adopt the Public Transportation Agency Safety Plan Version 4 for the WAVE Transit System (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

16. CALL FOR PUBLIC HEARINGS

41-552 Call for public hearing to consider the proposed modification of a previously approved Planned Unit Development for property located at 3674 and 3680 Dauphin Street (scheduled for May 6, 2025) (District 7).

17. ANNOUNCEMENTS

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Ashlyn Pierce

PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-423-2206

Organization (if applicable) Studio08 Event Planning

Mailing Address of Applicant 154 - 1/2 Short St Fairhope, AL 36532

Telephone No. 251-423-2206 E-mail address ashlyn@hillbrothersgc.com

Location or address of event where amplification will be used:

The Bragg Mitchell 1906 SpringHill Ave, Mobile, AL 36607

Date of Event: 5/3/25 Starting Time: 5:00 pm Ending Time 11:00 PM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Wedding

Do you plan to sell alcohol at this event? _____ YES ✓ NO

CITY CLERK'S OFFICE
MOBILE, AL
MO, MAR 24, PM1:26 RCVD

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Susan Comeaux

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 2514902268

Organization (if applicable) Oakleigh Garden District

Mailing Address of Applicant 256 Roper St, Mobile 36604

Telephone No. _____ E-mail address susanmcomeaux@gmail.com

Location or address of event where amplification will be used:
Washington Square Park

Date of Event: May 11, 2025 Starting Time: 3pm Ending Time 6pm

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Mothers' Day Concert

Do you plan to sell alcohol at this event? _____ YES X NO

CITY CLERK'S OFFICE
MOBILE, AL
TH, MAR 20, PM4:02 RCVD

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
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Name of Applicant: Christina Boyd
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-442-4047

Organization (if applicable) _____

Mailing Address of Applicant 7043 Doppel Lane Mobile, Al 36695

Telephone No. 251-442-4047 E-mail address liveinthenew@yahoo.com

Location or address of event where amplification will be used:
Mardi Gras Park104-148 S Royal St, Mobile, AL 36602

Date of Event: 6/28/25 Starting Time: 3:00pm Ending Time 7:00pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: A Christ based event for youth.

Do you plan to sell alcohol at this event? _____ YES X NO

Music containing obscene language or profanity is prohibited

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(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE
MOBILE, AL
FR, MAR 21, AM11:14 RCV

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Hargrove and Associates, Inc.

PLEASE PRINT ALL INFORMATION

Home Phone Number: 251-476-0605 Cell Number: _____

Organization (if applicable) Hargrove and Associates, Inc.

Mailing Address of Applicant 20 S Royal St, Mobile, AL 36602

Telephone No. 251-476-0605 E-mail address cbrueske@hargrove-epc.com

Location or address of event where amplification will be used:

109 Government St, Mobile, AL 36602

Date of Event: 5/29/2025 Starting Time: 5pm Ending Time 8pm

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Private employee picnic

Do you plan to sell alcohol at this event? _____ YES X NO

Music containing obscene language or profanity is prohibited

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(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE
MOBILE, AL
TU, MAR 25, AM8:22 RCVD

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Ethan Hubbell

PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 225-955-8032

Organization (if applicable) _____

Mailing Address of Applicant 10280 Hunters Ridge Dr, Mobile

Telephone No. 225-955-8032 E-mail address 3thanmotionless@gmail.com

Location or address of event where amplification will be used:
Mobile Skate Plaza

Date of Event: May 10th, 2025 Starting Time: 6PM Ending Time 10 pm

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Free Music Concert

Do you plan to sell alcohol at this event? _____ YES X NO

Music containing obscene language or profanity is prohibited

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Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK'S OFFICE
MOBILE, AL

FR, MAR 21, AM8:30 RCVD

5

APPLICATION FOR WAIVER OF NOISE ORDINANCE

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Name of Applicant: Susan McKinnell

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-454-6905

Organization (if applicable) The Mobile Symphonic Pops Band

Mailing Address of Applicant PO Box 9552 Mobile AL 36691

Telephone No. N/A E-mail address themobilepops@gmail.com

Location or address of event where amplification will be used:
Langan Performing Arts Pavilion at Langan Park

Date of Event: 04/14/25 Starting Time: 7:00 PM Ending Time 8:30 PM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Concert Band Performance

Do you plan to sell alcohol at this event? _____ YES X _____ NO

2025 MAR 20 AM 9:56

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
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Name of Applicant: Susan McKinnell

PLEASE PRINT ALL INFORMATION

Home Phone Number: n/a Cell Number: 251-454-6905

Organization (if applicable) The Mobile Symphonic Pops Band

Mailing Address of Applicant PO Box 9552 Mobile AL 36691

Telephone No. n/a E-mail address themobilepops@gmail.com

Location or address of event where amplification will be used:
Langan Performing Arts Pavilion at Langan Park

Date of Event: 5/24/25 Starting Time: 7:00 pm Ending Time 8:30pm

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Concert Band Performance

Do you plan to sell alcohol at this event? _____ YES X NO

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Name of Applicant: Susan McKinnell

PLEASE PRINT ALL INFORMATION

Home Phone Number: N/A Cell Number: 251-454-6905

Organization (if applicable) The Mobile Symphonic Pops Band

Mailing Address of Applicant PO Box 9552 Mobile AL 36691

Telephone No. N/A E-mail address themobilepops@gmail.com

Location or address of event where amplification will be used:
Langan Performing Arts Pavilion at Langan Park

Date of Event: 09/22/25 Starting Time: 7:00 PM Ending Time 8:30 PM

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Concert Band Performance

Do you plan to sell alcohol at this event? _____ YES X NO

2025 MAR 20 AM 9:56

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Name of Applicant: Melvin Showers Jr.
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 469 866 7664

Organization (if applicable) _____

Mailing Address of Applicant 10821 Marlboro ct

Telephone No. 469 866 7664 E-mail address Melshowersemail@gmail.

Location or address of event where amplification will be used:
The Grounds

Date of Event: 4/5/2025 Starting Time: 7PM Ending Time 10 pm

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Concert

Do you plan to sell alcohol at this event? _____ YES ✓ NO

2025 MAR 27 AM 9:05

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

From: RJHILL II
To: Gauthier, Lana
Subject: 4/1 Agenda
Date: Thursday, March 27, 2025 1:23:55 PM

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Madam Asst. City Clerk,

Greetings! I hope that all is well. This is a formal request to be added to the upcoming Agenda. I shall address the following:

* The impact of 3rd Party Law Firms being retained by the City of Mobile;
* Chapter(s) 38 & 46 of the Mobile Municipal Code (Oversight, Court Matters, Police Training, Legal Department Definitions, Request for Legislation);
* Land Grabs being made by the City of Mobile and the long-term impact of suc.

Thank you for your attention to this matter. Have a great weekend. See you all on Tuesday.

Kindest Regards,

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P. O. Box 394
Mobile, AL 36601
www.s4tf.org
rhills4tf@gmail.com
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AN ORDINANCE TO LEVY TAXES FOR THIS TAX YEAR BEGINNING OCTOBER 1, 2025, AND FOR SUCCESSIVE YEARS, ON ALL REAL AND PERSONAL PROPERTY AND INTANGIBLES LOCATED IN CERTAIN AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE AND TO EXCEPT FROM SUCH TAXES OTHER AREAS WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, as follows:

SECTION 1: For the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy, and assess for the municipal tax year, beginning October 1, 2025, and for successive tax years, ad valorem taxes on all real and personal property and intangibles located within the corporate limits of the City of Mobile, including, without limitations, property situated in the following described areas within the corporate limits of the City of Mobile, and which may be subjected to municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

“A”

Commencing at the intersection of the west harbor line of Mobile River and the township line between Township 3 south and Township 4 south; thence eastwardly along said township line to the point where the same intersects the east shore line of Blakely Island on Polecat Bay; thence southwardly along the meanders of the said east shore line of Blakely Island and the north shore line of the Mobile Bay Bridge Causeway to a point on said north shore line of said Causeway where said shore line is intersected by the north-south Coordinate Line 336,000 of the Transverse Mercator Projection for Alabama west Zone as used officially on Maps of the Mobile Bay area by the United States Corps of Engineers; thence south along said coordinate line to the point of its intersection with the south boundary line of Township 4 south, thence westwardly along said township line between Township 4 south and Township 5 south to the point where the same intersects the north right-of-way line of the Louisville and Nashville Railroad; thence southwestwardly along the north right-of-way line of the Louisville and Nashville Railroad to the west bank of Dog River; thence northwestwardly along the west bank of Dog River to the north bank of Bolton Branch; thence northwestwardly along the north bank of Bolton Branch to the range line between Range 1 west and Range 2 west of the St. Stephens Meridian; thence due north along said range line to the southwest corner of Section 6, Township 4 south, Range 1 west of the St. Stephens Meridian; thence east along the south line of Section 6, and continue east along the south line of Section 5 of said Township 4 south, Range 1 west in a straight line to the southeast line of Alley No. 1 (Prichard Lane); thence northeastwardly along the south property line of Alley No. 1 (Prichard Lane) to the point where the same intersects the east property line of College Avenue; thence southeastwardly along the east and north property lines of College Avenue to the north property line of Sweeney's Lane; thence southwestwardly along the north property line of Sweeney's Lane to the west bank of Toulmin's Branch; thence

southeastwardly along the west bank of Toulmin's Branch to a point directly west of the south boundary line to the City of Prichard; thence eastwardly, northwardly and eastwardly, along the boundary line of the City of Prichard to the southeast corner of the Craftview Court Subdivisions; thence directly eastwardly to the point of Intersection of the west boundary line of West Highlands Subdivision; thence northwardly along the west boundary line of West Highlands Subdivision to the north boundary line of said Subdivision; thence eastwardly along the north boundary line of said subdivision to the west right-of-way line of Telegraph Road; thence northwestwardly along said right-of-way line to the south right-of-way line of the Bay Bridge Road; thence eastwardly along said south right-of-way line to the east right-of-way line of the Southern Railroad; thence northwestwardly along the east right-of-way line of the Southern Railroad to the point where the same intersects the township line between Township 3 south and Township 4 south; and thence eastwardly to the point of beginning at the intersection of said township line and the west harbor line of Mobile River.

“B”

Commencing at the intersection of the south right-of-way line of Bay Bridge Road with the east right-of-way line of the Southern Railroad; run thence eastwardly along the south right-of-way line of said Bay Bridge Road to its intersection with the center line of Paper Mill Road projected south; run thence northwardly, northwestwardly and westwardly, along the center line of Paper Mill Road projected southwardly and the center line of Paper Mill Road to its intersection with the eastern city limits of Prichard; run thence southwardly and eastwardly along the City Limits of Prichard to the point of beginning.

“C”

Commencing at a point where the north line of Section 7, Township 4 south, Range 1 west intersects the east right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence east along the north line of Section 7 and Section 8, Township 4 south, Range 1 west to the east right-of-way line of Mobile Street; run thence northeastwardly along the east line of said Mobile Street and the east line of Prichard Avenue West to the Prichard city limits; run thence northwestwardly along the boundary lines between Mobile and Prichard to where the same intersects the southeast right-of-way line of Federal Interstate Highway 1-65 (Belt Line Highway); run thence southwestwardly along the south and east right-of-way line of said Federal Interstate Highway 1-65 to the point of beginning.

“D”

Commencing at the northeast corner of the northwest one-quarter of the northwest one-quarter of Section 34, Township 3 South, Range 1 West; thence run southwardly, eastwardly, southwardly, westwardly, and southwardly along the Mobile-Prichard city limits line to the north line of Paper Mill Road (Diaz Street); run thence eastward and southward along the north and east lines of Paper Mill Road to the line between Township 3 south and Township 4 south; run thence east along the line between Township 3 south

and Township 4 south to the west bank of Mobile River; run thence northward along the west bank of Mobile River and Chickasaw Creek to the north line of Sections 34 and 35, Township 3 south, Range 1 west extended eastward; run thence west along the north line of Section 35 and 34, Township 3 south, Range 1 west to the point of beginning.

“E”

Commencing at the northwest corner of the northeast one-quarter of Section 1, Township 4 south, Range 2 west and run east along the north line of Section 1, Township 4 south, Range 2 west and Section 6, Township 4 south, Range 1 west, to the west line of Interstate Highway 1-65; run thence northeastward along the west line of Interstate Highway 1-65 to the West Prichard City Limits; run thence southward along the Prichard city limits to the east line of Interstate Highway 1-65; run thence southwestward along the east line of Interstate Highway 1-65 to the south line of Section 6, Township 4 south, Range 1 west; run thence west along the south line of Section 6, Township 4 south, Range 1 west, and Section 1, Township 4 south, Range 2 west to the southwest corner of the southeast one-quarter of Section 1, Township 4 south, Range 2 west; run thence north along the north-south centerline of Section 1, Township 4 south, Range 2 west to the point of beginning.

"F"

All portions of any of the territory heretofore described in this Section which was brought into the corporate limits of the City by an election held pursuant to Article 2, Chapter 5, Title 37 of the Code of Alabama 1940, as amended, within ten years next immediately preceding the adoption of this Ordinance and which at the time it was brought within the City was used or occupied as or as a part of a mining, manufacturing, or industrial plant or construction, or which is used or occupied as or as a part of a railroad or street railroad, or for any other quasi public use, and continues to be so used, and all property having a situs of such territory (but not including residences, dwelling houses, storehouses, commissaries, warehouses, or the land on which they are situated) shall be exempt from the taxes levied by this Ordinance for the tax year beginning October 1, 2017.

“G”

Commencing at the northeast corner of the northwest one-quarter of the northwest one-quarter of Section 34, Township 3 south, Range 1 west, said corner being a corner of the city limits of the City of Mobile and City of Prichard and run thence westwardly, northwardly and eastwardly along the meanderings of the easterly city limits of Prichard and Chickasaw to the south right-of-way line of Viaduct Street; thence easterly and southeasterly along the south side of Viaduct Street and Gulf Warrior Road to a point; thence south a distance of 670 feet, more or less, to a point; thence east a distance of 300 feet, more or less, to a point on the westward property line of Warrior and Gulf Navigation Company; thence west along said property line 180 feet, more or less, to a point; thence southwesterly along said property line a distance of 650 feet, more or less, to a point; thence run south along the west property line a distance of 1,362.28 feet to a

point; thence turn a 90 degree 00' angle to the left and run easterly along the south property line of south property line extended of Warrior and Gulf Navigation Company a distance of 1,600 feet to a point on the centerline of Chickasaw Creek; thence northerly and westerly along the centerline of Chickasaw Creek a distance of 13,200 feet, more or less, to a point on the northerly extension of the east property line of Chickasabogue Lumber Company; thence southerly along the northerly extension of and the east property line of Chickasabogue Lumber Company a distance of 350 feet, more or less, to the southeast property corner of Chickasabogue Lumber Company; said point being 100 feet south of the centerline of a railroad spur track; thence run in a westerly direction 100 feet south of and parallel with the centerline of said spur track a distance of 1,516.50 feet to a point on the east property line of T. Lee Robinson; thence south 27 degrees 36' west along the east property line of T. Lee Robinson a distance of 430 feet to the southeast property corner of T. Lee Robinson; thence easterly 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 1,013.12 feet to a point; thence westerly a distance of 100 feet to a point; thence south 14 degrees 21' west along the east property line of O'Neal Steel, Inc., a distance of 235 feet to the southeast corner of O'Neal Steel, Inc., property; thence southerly and parallel to the east right-of-way of Southern Railroad a distance of 210 feet, more or less, to a point on the Chickasaw City Limits that is 448 feet easterly of and perpendicular to the east right-of-way of Southern Railroad; thence westwardly and northwardly along the meanderings of the easterly City Limits of Chickasaw to the centerline of Chickasaw Creek; thence eastwardly along the meandering centerline of Chickasaw Creek 1,730 feet, more or less, to a point; thence north 05 degrees, 36' 05" east a distance of 960 feet, more or less, to a point on the south bank of Black Bayou; thence eastwardly along the south bank of Black Bayou 110 feet, more or less, to a point; thence north 05 degrees, 36' 05" west a distance of 4,020 feet, more or less, to a point on the south right-of-way of Industrial Parkway Extension; thence northwestwardly and westwardly along said south right-of-way line a distance of 1,387.63 feet to a point on the east line of Norfolk-Southern Railroad right-of-way; thence north 05 degrees, 36' 05" east along the east right-of-way of Norfolk-Southern Railroad right-of-way a distance of 1,010 feet to a point; thence south 84 degrees 23' 55" east a distance of 100 feet to a point; thence north 05 degrees, 36' 05" east a distance of 190 feet to a point; thence run east along a line parallel with the north line of the southeast quarter of Section 10, Township 3 south, Range 1 west a distance of 4,030 feet to a point lying 765 feet south of the northeast corner of the southeast quarter of Section 10, Township 3 south, Range 1 west; thence run north along the east line of Sections 10 and 3, Township 3 south, Range 1 west a distance of 7,950 feet, more or less to the south bank of Norton's Creek; run thence eastwardly and northwardly along the meanderings of the south and east bank of Norton's Creek to the point where the same meets the south bank of Bayou Sara; run thence eastwardly along the southerly and westerly bank of Bayou Sara to the point of intersection of the township line between Township 3 south and Township 2 south; run thence along said township line to the east boundary line of Mobile; run thence southwardly along the east boundary line of Mobile County to a point on said boundary 200 feet south of the Tensaw River Bridge on the Mobile Bay Causeway; run thence due west to a point of intersection with the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as officially used on maps of the Mobile Bay Area by the United States Corps of

Engineers; run thence north along said projection line to the north shoreline of the Mobile Bay Causeway; run thence westwardly and northwardly along the north shore line of the Mobile Bay Causeway and along the east shore line of Blakely Island to the point of intersection with the township line between Township 3 south and Township 4 south; run thence westwardly along said township line to the point of intersection with the west harbor line of Mobile River, run thence northwardly along the west harbor line of Mobile River, and the west bank of Chickasabogue Creek to the point of intersection with the north line of Sections 34 and 35 projected eastwardly; run thence westwardly along the north line of Sections 34 and 35 and along said projection to the point of beginning.

Less and except the area described in the Alabama Legislative Act 98-597, that de-annexed and removed from within the boundary lines and corporate limits of the municipality of Mobile the area described in Act 98-597 as:

Commencing at the southeast corner of Section 2, T3S-R1W, Mobile County, Alabama; thence along the east boundary of said Section 2, T3S-R1W run N 01 degrees 35' 03" E 1179.30 feet to a point on the south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. as per instrument from Jacintoport Corporation to Mobile River Coal Handling Facility, Inc., dated June 1, 1976 and the north boundary of United Gas Pipe Line right-of-way; said point being the POINT OF BEGINNING of the property herein described; thence along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 02' 57" E 268.44 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc., and said north boundary of United Gas Pipe Line right-of-way run S 89 degrees 35' 57" 1817.84 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 00 degrees 24' 03" E 113.90 feet to a point; thence continuing along said south boundary of Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United Gas Pipe Line right-of-way run N 70 degrees 36' 03" E 965.33 feet to a point on the west line of a 25 foot Phillips Petroleum Company easement; thence along said West line of the 25 foot Phillips Petroleum easement run S 01 degrees 12' 36" W 3948.37 feet to a point on the north boundary of the property now or formerly of Southern Railway System; thence along said north boundary of Southern Railway System property run N 89 degrees 42' 50" W 8150 feet, more or less, to a point on the east line of Section 10, T3S-R1W, Mobile County, Alabama; said point also being on the present corporate limits of the City of Saraland; thence along said west corporate limits of the City of Saraland and along the east line of Sections10 and 3, T3S-R1W, run northwardly 6850 feet to a point on the centerline of Norton's Creek; thence along the meandering of said centerline of Norton's Creek and along the meandering of the centerline of Bayou Sara run northeastwardly 6850 feet, more or less, to a point on the Northward projection of the west boundary of the aforementioned Tract "A", Mobile River Coal Handling Facility, Inc.; thence along said northward projection of and the west boundary of Tract "A". Mobile River Coal Handling Facility, Inc., run S 01 degrees 35' 03" W 4650 feet, more or less, to the southwest corner of said Tract "A", Mobile River Coal Handling Facility, Inc., thence along the south line of said Tract "A", Mobile River Coal Handling Facility, Inc. and said north boundary of United

Gas Pipe Line right-of-way run S 89 degrees 02’ 57” E 875.05 feet to the point of beginning. Describe area contains 1,081 acres, more or less.

“H”

Commencing at the intersection of the southern margin of Dog River and the east right-of-way line of Dauphin Island Parkway (Cedar Point Road), Mobile County, Alabama; thence run south 14 degrees 39' west along said east right-of-way line of Dauphin Island Parkway a distance of 72.31 feet, more or less, to a one-half inch iron rod; thence continue south 14 degrees 39' west along said east right-of-way line a distance of 550.00 feet to the point of beginning; thence run south 75 degrees 21' east a distance of 200.00 feet to a point; thence run north 14 degrees 39' east a distance of 510.00 feet, more or less, to the southern margin of Dog River; thence run eastwardly and southwardly along the southern and western margins respectively of Dog River and Mobile Bay a distance of 1,521.00 feet, more or less, to a point, said point being the intersection of the western margin of Mobile Bay and the north line of Lot 1, Block 1 of Bay Division, Hollinger’s Island, as recorded in Map Book 3, Pages 109-110, of the records on file in the Office of the Judge of Probate Court of Mobile County, Alabama; thence run south 79 degrees 15' west along the north line of said Lot 1 distance of 832.17 feet, more or less, to the northwest corner of said Lot 1, said corner being the terminus of the east right-of-way line of the north extension of Bay Road; thence continue south 79 degrees 15' west along the terminus of said right-of-way a distance of 26.89 feet to a point; thence run north 75 degrees 01' west along the terminus of said right of way a distance of 25.06 feet to a point, said point being the terminus of the west right-of-way line of the north extension of said Bay Road; thence run north 85 degrees 23' west a distance of 135.00 feet to a point; thence run north 14 degrees 39' east a distance of 580.34 feet to a point; thence run north 45 degrees 21' west a distance of 247.51 feet to a point; thence run north 75 degrees 21' west a distance of 200.00 feet to a point on the east right-of-way line of Dauphin Island Parkway; thence run north 14 degrees 39' east along the east right-of-way line of Dauphin Island Parkway a distance of 100.00 feet to the point of beginning, containing 747,700 sq. ft. plus or minus, (17.165 Ac. plus or minus).

”I”

Commencing at the southeast corner of Section 7, Township 5 south, Range 2 west, Mobile County, Alabama; run north 00 degrees 07' 30" east along the east line of said Section 7 to the northeast corner of the southeast quarter of the southeast quarter of Section 7 and the point of beginning; thence run west along the east-west centerline of the southeast and southwest quarters of Section 7 to a point on the northeast corner of the southwest quarter of the southwest quarter of Section 7; thence run north along the north-south centerline of the southwest quarter to the southeast corner of the northeast quarter of the northwest quarter of the southwest quarter; thence run westwardly to the southwest corner of the northeast quarter of the northwest quarter of the southwest quarter of Section 7; thence run northwardly to the northwest corner of the northeast quarter of the northwest quarter of the southwest quarter of Section 7; thence run eastwardly to the southwest corner of the southeast quarter of the northwest quarter of

Section 7; thence run northwardly to the northwest corner of the southwest quarter of the southeast quarter of the northwest quarter of Section 7; thence run eastwardly to the north-south centerline of Section 7; thence run southwardly to a point that lies 2663.77 feet west of and 2427.10 feet north of the southeast corner of Section 7; thence run north 00 degrees 12 minutes 16 seconds west a distance of 438.99 feet to a point; thence run south 89 degrees 40 minutes 29 seconds east a distance of 2666.30 feet to a point on the east section line of Section 7; thence run south along said section line to the point of beginning.

“J”

Beginning at the intersection of the north bank of Halls Mill Creek and the eastward right-of-way line of Interstate Highway 10; thence run southwestwardly, southwardly, and southeastwardly along the southeastward right-of-way line of 1-10 to a point on the centerline of Rangeline Road; thence run southeastwardly along the centerline of Rangeline Road to a point on the westward bank of Rabbit Creek; thence run northeastwardly, northwardly, and northwestwardly along the westward bank of Rabbit Creek to its intersection with the south bank of Halls Mill Creek; thence run westwardly along the southward bank of Halls Mill Creek to the east line of Section 24, Township 5 south, Range 2 west; thence run north along the east line of Section 24 to the north bank of Halls Mill Creek and the existing city limits of Mobile; thence run westwardly along the north bank of Halls Mill Creek and existing city limits of Mobile to the point of beginning.

“K”

All of River Oaks Subdivision as recorded in Map Book 76, Page 83.
All of Riverchase Estates as recorded in Map Book 69, Page 10.
All of Lot 1, Covenant Subdivision, as recorded in Map Book 60, Page 83.

“L”

BEGINNING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY OF SNOW ROAD AND THE NORTH LINE OF SECTION 15, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE, COUNTY, ALABAMA FOR THE POINT OF BEGINNING; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 15 FOR 694.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 29' 00" EAST FOR 1958.00 FEET, MORE OR LESS; RUN THENCE NORTH 87° 42' 29" WEST FOR 105.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 11' 00" WEST FOR 208.00 FEET, MORE OR LESS; RUN THENCE NORTH 00 ° 08' 00" WEST FOR 420.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 1108.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 1792.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 900.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 23' 30" WEST FOR 600.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 440.00 FEET, MORE OR LESS; RUN THENCE

NORTH 00° 35' 43" EAST FOR 1984.00 FEET, MORE OR LESS; RUN THENCE SOUTH 87° 17' 41" WEST FOR 565.00 FEET, MORE OR LESS; RUN THENCE NORTH 02° 23' 56" WEST FOR 250.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A NORTHEASTERLY- THENCE SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 3127.00 FEET, MORE OR LESS, TO THE EAST LINE OF SECTION 10, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE COUNTY, AL; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 10 FOR 329.00 FEET, MORE OR LESS; RUN THENCE SOUTH 69° 24' 46" EAST FOR 333.00 FEET, MORE OR LESS; RUN THENCE NORTH 12° 35'14" EAST FOR 338.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 64° 34' 06" WEST ALONG THE NORTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 351.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" WEST FOR 749.00 FEET, MORE OR LESS; RUN THENCE NORTH 90° 00' 00" EAST FOR 666.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1152.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD FOR 2153.00 FEET, MORE OR LESS, TO THE WEST PROPERTY LINE OF THE U.S. COAST GUARD AVIATION TRAINING CENTER; RUN THENCE SOUTH 00° 24' 30" WEST ALONG SAID WEST PROPERTY LINE FOR 1424.00 FEET, MORE OR LESS; RUN THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH PROPERTY LINE OF THE SAID U.S. COAST GUARD AVIATION TRAINING CENTER FOR 6765.00 FEET, MORE OR LESS, TO THE EAST LINE OF SAID U.S. COAST GUARD AVIATION TRAINING CENTER PROPERTY; RUN THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE FOR 3954.00 FEET, MORE OR LESS, TO THE SOUTH RIGHT-OF-WAY OF SAID TANNER WILLIAMS ROAD; RUN THENCE NORTH 00° 26' 55" WEST FOR 1116.00 FEET, MORE OR LESS; RUN THENCE SOUTH 89° 48' 52" EAST FOR 1337.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00 ° 26' 57" WEST FOR 3336 FEET, MORE OR LESS, TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24,T4, SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24, T4, SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W

TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89° 52'30" WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00° 19' 38" WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00° 19' 38" WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89° 43' 56" WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00° 19' 38" WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO A POINT ON THE EASTERLY PROJECTION OF THE NORTH LINE OF WEST MINISTER ESTATES SUBDIVISION; RUN THENCE IN A NORTHWESTERLY DIRECTION ALONG THE NORTH LINE OF WEST MINISTER ESTATES AS RECORDED IN MAP BOOK 23, PAGE 86 IN THE OFFICE OF JUDGE OF PROBATE MOBILE, COUNTY, ALABAMA AND AN EASTERLY EXTENSION THEREOF FOR 2032.00 FEET, MORE OR LESS; RUN THENCE NORTH 04° 22' 03" EAST FOR 989.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 3738.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 470.00 FEET, MORE OR LESS; RUN THENCE NORTH 88° 40' 10" WEST FOR 230.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 19' 36" WEST FOR 570.00 FEET, MORE OR LESS, TO THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD; RUN THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE NORTH RIGHT-OF-WAY OF SAID AIRPORT BOULEVARD FOR 260.00 FEET, MORE OR LESS; RUN THENCE NORTH 00° 00' 00" EAST FOR 672.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF

SECTION 23, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID SECTION 23 FOR 1400.00 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23, TOWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE NORTH 00° 00' 00" WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER FOR 1350.00 FEET, MORE OR LESS TO THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 23; RUN THENCE SOUTH 90° 00' 00" WEST FOR 3,400.00 FEET, MORE OR LESS; RUN THENCE SOUTH 00° 00' 00" EAST FOR 640.00 FEET, MORE OR LESS; RUN THENCE SOUTH 90° 00' 00" WEST FOR 700.00 FEET, MORE OR LESS TO THE EAST RIGHT-OF-WAY OF HALE ROAD; RUN THENCE NORTH 00° 00' 00" WEST FOR 3,500.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER F THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, OWNSHIP 4 SOUTH, RANGE 3 WEST, MOBILE CO., AL; RUN THENCE SOUTH 90° 0' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTERQUARTER SECTION FOR 1305.00 FEET, MORE OR LESS TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 00° 00' 00" EAST FOR 1300.00 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22; RUN THENCE SOUTH 90° 00' 00" WEST ALONG THE SOUTH LINE OF SAID QUARTER SECTION FOR 1300.00 FEET, MORE OR LESS, TO THE EAST RIGHT-OF-WAY OF SNOW ROAD; RUN THENCE NORTH 00° 06' 54" WEST ALONG THE EAST RIGHT-OF-WAY OF SAID SNOW ROAD FOR 8,000 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

“M”

BEGINNING at the point of intersection of the east line Lot 7 Smithfield Unit 10 MB 42 P 111 and the south right-of-way line of Hitt Road; thence run southeastwardly along the south line of Hitt Road to the point of intersection with the present corporate limits of the City of Mobile; thence run southwardly along said corporate limits to the point of intersection with the eastward projection of the south line a common area (labeled detention area) shown on plat of Windmill Place Phase One MB 60 P 69; thence run westwardly along the south line of said common area to the east line of Smithfield Drive East; thence run northwardly along the east line of said Smithfield Drive East to the east projection of the north line of Lot 25 Smithfield Unit 1 MB 29 P 59; thence run west along said north line to northeast corner of said Lot 25; thence run westwardly then northwestwardly along the south line of said Windmill Place Unit 1 to the southwest corner of said Windmill Place Unit 1; thence run northwardly along the west line of said Windmill Place Unit 1 to the northeast corner of Lot 35 Smithfield Place Unit 3 MB 37 P 34; thence run westwardly along the north line of said Lot 35 to the southeast corner of Lot 10 Smithfield Unit 10 MB 42 P 111; thence run northeastwardly along the east line of said Smithfield Unit 10 to the south line of Hitt Road and the POINT OF BEGINNING.

“N”

(That property known as The Greater Gulf State Fairgrounds that was annexed into the City of Mobile pursuant to ordinance number 02-016 which was adopted March 3, 2015. Said property to be shown as Parcels A, B, C, D, E and F of The Greater Gulf State Fairgrounds, at the intersection of Cody Road and Zeigler Boulevard as follows):

Parcel A:

That parcel of land being bounded by a line described as follows: From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, run north 89 degrees 36 minutes west a distance of 40.0 feet to a point at the west right way line of Cody Road; then north 00 degrees 03 minutes east along the said west right of way line a distance of 699.3 feet to a point; then north 89 degrees 38 minutes west a distance of 60.0 feet to a point that is on the proposed west right away line of Cody Road and the point of beginning of the property herein described, then continuing north 89 degrees 38 minutes west along an old fence line a distance of 427.0 feet to a point, then north 00 degrees 75 minutes west a distance 627.65 feet to a point on the north line of the southeast quarter of the said section 7, then north 89 degrees 48 minutes west along said north line a distance of 2275.9 feet for a point the west line of said southeast quarter, then south 00 degrees 03 minutes west along said west line 1235.0 feet to a point on the north right of way line of the proposed Zeigler Boulevard Connection Road, then south 89 degrees 56 minutes east alongside north line 2609.9 feet to a point of curve of said right-of-way line forming the intersection with the proposed right-of-way of the Cody Road, said curve having a central angle of 90 degrees 81 minutes and radius of 96.0 feet, then northeast along said curve 150.80 feet to P.T. of said curve, then north 08 degrees 03 minutes east along proposed west right of way line of said Cody Road a distance of 104.3 feet to the point of the beginning. All according to the survey by Tarlton D. Powers & Associated dated March 11, 1970 and revised April 1, 1970

Parcel B:

Commencing at the northeast corner of the northeast quarter of the southeast quarter of Section 7, Township 4 south Range 2 west, and running hence west along the north line of said quarter, 40 feet to a point on the west right of way line of Cody Road as now located, then continue running west along said north line of the northwest quarter of the southeast quarter, 490 feet more or less, to a point, then run south 276 feet more or less, then run east 490 feet more or less to a point on the west right of way line of Cody Road; run then north along the said west right of way 278 feet more or less, to the point of beginning.

Parcel C:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 00 degrees 17 minutes 38 seconds west along the west line of said southeast quarter of Section 7, a distance of 1730.07 feet to the northwest corner of the southwest quarter of said southeast quarter

of section 7, then along the north line of said southwest quarter of the southeast quarter of Section 7, run north 09 degrees 56 minutes east 310.0 feet to the point of the beginning of the property here as described, then continuing north 89 degrees 56 minutes east run 661.04 feet to a point on the north right of way line of Zeigler Boulevard, said point being on the arc of 915.19 foot radius curve concave southeastwardly, then run southwestwardly along arc of said curve and said north line of Zeigler Boulevard 622.96 feet to a point, then run north 44 degrees 79 minutes 28 seconds west 150.0 feet to a point, then run north 15 degrees 55 minutes 09 seconds west 284.58 feet to the point of the beginning.

Parcel D:

From the northeast corner of southeast quarter of Section 7. Township 4 south, Range 2 west, Mobile County, Alabama, run north 89 degrees 36 minutes west a distance of 40 feet to a point on the western right-of-way lines of Cody Road, as such a road is now located; then the north 00 degrees for 03 minutes east along said western right of way of Cody Road a distance of 699.1 feet to the point of the beginning, then run north 89 degrees 38 minutes west a distance of 483.0 feet to a pole; hence run north 00 degrees, 35 minutes west distance 353 feet to a point, then run south 89 degrees east a distance of 275 feet, then run south 80 degrees 01 minutes west 38 minutes east a distance of 208 feet to a point, then run south 89 degrees 38 minutes east a distance of 208 feet to a point on the western right way line of Cody Road, which point bears north 00 degrees along the western right of way to said Cody Road a distance of 145 feet to the point of beginning.

Parcel E:

From the northeast corner of the southeast quarter of the southeast quarter of Section 7, Township 4 south, Range 2 west, Mobile County, Alabama, run north 89 degrees 56 minutes west a distance of 40 feet to a point on the western right-of-way line of Cody Road, as such road is now located, hen run north 00 degrees 03 minutes east alongside western Right of way of Cody Road a distance of 440 feet to the point of beginning, then run north 89 degrees 38 minutes west a distance of 288 feet to a point, then run north 00 degrees 00 minutes for a distance of 208 feet to a point, then run south 89 degree 38 minutes east a distance of 208 feet to a point of the point of the beginning, then run south 60 degrees 83 minutes west along the western right of the way of said Cody Road a distance of 208 feet to the point of the beginning.

Parcel F:

Commencing at the southwest corner of the southeast quarter of Section 7, Township 4 south Range 2 west, Mobile County, Alabama, run north 00 degrees 85 minutes 00 seconds west along the west line of said southwest quarter 1338.42 feet to a point on the greater line of the abandoned right of way for Zeigler Boulevard, said point being the point of beginning of the property herein described, then continuing north 00 degrees 05 minutes west alongside west line at the southeast quarter run 100 feet to the point on the

north of said abandoned right of way for Zeigler Boulevard, then alongside north Line run north 89 degrees 36 minutes east 1476,69 feet to a point, then run south 08 degrees 84 minutes east 100 feet to a point on the centerline of said abandoned right-of-way for Zeigler Boulevard run south 89 degrees 56 minutes west 146.66 feet to the point of the beginning.

"O"

AREA A
BEGINNING AT A POINT ON THE EASTERLY PROJECTION OF THE NORTH RIGHT OF WAY LINE OF ZEIGLER BOULEVARD AND THE WEST LINE SECTION 8 T4S R2W SAID POINT ALSO LYING ALONG THE PRESENT WEST CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE WEST ALONG THE PROJECTED NORTH LINE AND ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO A POINT ON THE NORTH LINE OF AN ABANDONED RIGHT OF WAY FOR ZEIGLER BOULEVARD; RUN THENCE SOUTH 100 FEET MORE OR LESS TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY, SAID POINT ALSO LYING ALONG THE PRESENT NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD; RUN THENCE SOUTHWESTWARDLY ALONG THE NORTHERLY RIGHT OF WAY LINE OF ZEIGLER BLVD. TO SOUTHEAST CORNER OF CODY ZEIGLER SUBDIVISION REVISED PLAT AS RECORDED IN MAP BOOK 68 PAGE 62 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID SUBDIVISION TO A POINT ON THE CENTERLINE OF SAID ABANDONED RIGHT OF WAY FOR ZEIGLER BLVD; RUN THENCE WEST ALONG SAID CENTERLINE TO POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF SECTION 7 T4S R2W; RUN THENCE SOUTH ALONG SAID WEST LINE TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF ZEIGLER BLVD; RUN THENCE WEST ALONG THE NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD TO THE SOUTHEAST CORNER OF ZEIGLER CORNERS RESUBDIVISION OF LOT A OF RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 84 PAGE 95 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY ALABAMA; RUN THENCE NORTH ALONG THE EAST LINE OF SAID ZEIGLER CORNERS TO THE NORTHEAST CORNER OF LOT C, ZEIGLER CORNERS RESUBDIVISION OF LOT 1 AS RECORDED IN MAP BOOK 77 PAGE 68 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SUBDIVISION AND THE WESTERLY PROJECTION TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD NORTH; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SCHILLINGER ROAD NORTH TO THE SOUTHEAST CORNER OF LOT I D. E. COMMERCIAL PLACE AS RECORDED IN MAP BOOK 90 PAGE 108 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE WEST ALONG THE SOUTH LINE OF SAID D. E. COMMERCIAL PLACE AND THE PROJECTION TO A POINT ON THE WEST LINE OF SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 12 T4S R3W; RUN THENCE SOUTH ALONG SAID WEST LINE AND ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 13 T4S R3W TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF

SECTION 13 T4S R3W; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 13 TO THE NORTHEAST CORNER OF LARRY AND BRADLEY WARD SUBDIVISIION AS RECORDED IN MAP BOOK 83 PAGE 113 IN THE OFFICE OF JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID SUBDIVISION TO THE NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD; RUN THENCE NORTHWESTWARDLY ALONG SAID NORTH RIGHT OF WAY LINE OF TANNER WILLIAMS ROAD TO A POINT OF INTERSECTION WITH THE NORTHERLY PROJECTION OF THE WEST LINE OF TANNER WILLIAMS BUSINESS PARK AS RECORDED IN MAP BOOK 97 PAGE 90 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY ALABAMA; RUN THENCE SOUTH ALONG SAID PROJECTION AND ALONG THE WEST LINE OF SAID TANNER WILLIAMS BUSINESS PARK TO A POINT ON THE NORTH LINE OF SOUTH HALF OF SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 13, T4SR3W; RUN THENCE WEST ALONG SAID NORTH LINE TO THE NORTHWEST CORNER OF AIRWAY COMMERCIAL PARK AS RECORDED IN MAP BOOK 31 PAGE 97 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALLABAMA; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID AIRWAY COMMERCIAL PARK TO THE SOUTHWEST CORNER OF SAID SUBDIVISION, SAID POINT ALSO BEING THE NORTHWEST CORNER OF NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID NORTH HALF; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH HALF TO THE SOUTHEAST CORNER OF SAID NORTH HALF; RUN THENCE NORTH ALONG THE EAST LINE OF SAID NORTH HALF TO A POINT ON THE NORTH LINE OF SECTION 24 T4SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W; RUN THENCE SOUTH ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24 T4SR3W TO THE SOUTHWEST CORNER OF SCHILLINGER PARK WEST AS RECORDED IN MAP BOOK 29 PAGE 116 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SCHILLINGER PARK WEST A DISTANCE OF 315.0 FEET TO THE SOUTHEAST CORNER OF LOT 8, SCHILLINGER PARK WEST; THENCE RUN SOUTH A DISTANCE OF 160.0 FEET MORE OR LESS TO A POINT; THENCE RUN WEST 590.0 FEET MORE OR LESS TO A POINT; THENCE RUN SOUTH 603.09 FEET TO A POINT ON THE NORTHWEST CORNER OF A PARCEL CONVEYED AND RECORDED IN REAL PROPERTY BOOK 2430, PAGE 0442; THENCE CONTINUE SOUTH 620 FEET MORE OR LESS TO A POINT ON THE EAST-WEST HALF SECTION LINE OF SECTION 24, TOWNSHIP 4 SOUTH, RANGE 3 WEST; THENCE RUN NORTH 89º 52’30” WEST ALONG SAID HALF SECTION LINE A DISTANCE OF 500 FEET, MORE OR LESS, TO THE NORTHWARD PROJECTION OF THE WEST LINE OF LOT 1, L & T SUBDIVISION AS RECORDED IN MAP BOOK 66, PAGE 26; THENCE RUN SOUTH 00º 19’ 38” WEST ALONG THE PROJECTED WEST LINE OF LOT 1, L & T SUBDIVISION A DISTANCE

OF 308.64 FEET TO THE NORTHWEST CORNER OF LOT 1, L & T SUBDIVISION; THENCE CONTINUE SOUTH 00º 19’ 38” WEST ALONG THE WEST LINE OF LOT 1 A DISTANCE OF 21.36 FEET TO THE NORTHEAST CORNER OF LOT 2, LLT AIRPORT SUBDIVISION AS RECORDED IN MAP BOOK 73, PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 89º 43’ 56” WEST ALONG THE NORTH LINE AND NORTH LINE PROJECTED OF LLT AIRPORT SUBDIVISION A DISTANCE OF 659.33 FEET TO A POINT; THENCE SOUTH 00º 19’ 38” WEST A DISTANCE OF 437.13 FEET TO THE NORTH RIGHT OF WAY LINE OF AIRPORT BOULEVARD; RUN THENCE SOUTHWARDLY TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF AIRPORT BLVD. SAID POINT ALSO BEING THE NORTHWEST CORNER PROPERTY RECORDED IN REAL PROPERTY BOOK 4560 PAGE 912 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTHWARDLY AND THENCE EASTWARDLY ALONG SAID PROPERTY TO A POINT ON THE WESTWARDLY RIGHT OF WAY LINE OF DAWES ROAD; RUN THENCE SOUTHWESTWARDLY ALONG THE WEST RIGHT OF WAY LINE OF DAWES ROAD TO THE POINT ON THE WESTERLY PROJECTION OF THE SOUTH RIGHT OF WAY LINE OF OLD GOVERNMENT STREET ROAD; RUN THENCE EAST ALONG THE PROJECTED RIGHT OF WAY AND ALONG THE RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD TO THE EAST LINE OF KIMBERLIN SUBDIVISION AS RECORDED IN MAPBOOK 13 PAGE 103 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID KIMBERLIN SUBDIVISION TO THE SOUTHWEST CORNER OF SOUTH SCHILLINGER COMMERCIAL PARK AS RECORDED IN MAP BOOK 79 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTH SCHILLINGER COMMERCIAL PARK TO A POINT ON WEST RIGHT OF WAY LINE OF SCHILLINGER ROAD SOUTH; RUN THENCE EASTWARDLY TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY OF SCHILLINGER ROAD SOUTH AND THE SOUTH RIGHT OF WAY LINE OF HITT ROAD; RUN THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF HITT ROAD TO A POINT ON THE SOUTH PROJECTION OF THE WEST LINE OF PROPERTY CONVEYED TO CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 5721 PAGE 1518 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG SAID PROJECTION AND ALONG SAID WEST LINE TO A POINT ON THE SOUTH LINE OF PROPERTY CONVEYED TO THE CITY OF MOBILE AND RECORDED IN REAL PROPERTY BOOK 6200 PAGE 161 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WEST TO SOUTHWEST CORNER OF SAID PROPERTY; RUN THENCE NORTH THENCE EAST THENCE NORTH ALONG WEST LINE OF SAID PROPERTY TO THE NORTHWEST CORNER OF SAID PROPERTY, SAID POINT ALSO LYING ALONG THE NORTH LINE OF SECTION 24 T4SR3W; RUN THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF PROPERTY RECORDED IN REAL PROPERTY BOOK 887 PAGE 534 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN NORTH ALONG THE WEST SIDE OF SAID PROPERTY TO THE SOUTH RIGHT OF WAY OF OLD GOVERNMENT STREET ROAD; THENCE RUN NORTHWESTWARDLY TO THE SOUTHEAST CORNER OF AIRPORT ACRES NO. 1

AS RECORDED IN MAP BOOK 4 PAGE 39 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID AIRPORT ACRES TO THE NORTHEAST CORNER; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID AIRPORT ACRES TO THE EAST LINE OF TYLER RIDGE SUBDIVISION AS RECORDED IN MAP BOOK 113 PAGE 50 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID TYLER RIDGE SUBDIVISION TO THE SOUTH WEST CORNER OF MILL CREEK SUBDIVISION AS RECORDED IN MAP BOOK 90 PAGE 118 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID MILL CREEK SUBDIVISION TO THE SOUTHWEST CORNER OF WESTOVER SUBDIVISION UNIT 4 AS RECORDED IN MAP BOOK 66 PAGE 23 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHWARDLY THENCE NORTHEASTWARDLY THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID WESTOVER SUBDIVISION TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER RESUBDIVISION OF LOTS 27, 28, & 29 AS RECORDED IN MAP BOOK 59 PAGE 106 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER RESUBDIVISION TO A POINT ON THE WEST SIDE OF PORTSIDE BLVD.; RUN THENCE NORTHEASTWARDLY TO THE SOUTHWEST CORNER OF PORTSIDE BUSINESS CENTER AS RECORDED IN MAP BOOK 54 PAGE 43 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG SOUTH LINE OF SAID PORTSIDE BUSINESS CENTER TO THE NORTHEAST CORNER OF SAID WESTOVER SUBDIVISION UNIT 4; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID WESTOVER UNIT 4 TO THE NORTH LINE OF WESTOVER UNIT 2 AS RECORDED IN MAP BOOK 63 PAGE 111 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID WESTOVER SUBD. UNIT 2 TO THE NORTHEAST CORNER OF SAID UNIT 2; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID UNIT 2 TO THE NORTHWEST CORNER OF LOT 6 BLOCK 8 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 4 PAGE 380 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 6 AND THE PROJECTION THEREOF TO A POINT ON THE EAST LINE OF LAKEVIEW DRIVE; RUN THENCE NORTH ALONG THE EAST SIDE OF LAKEVIEW DRIVE TO THE NORTHWESTWARDLY CORNER OF LOT B RESUBDIVISION OF LOTS 42 & 43 BLOCK 5 HIGHLAND PARK SUBDIVISION AS RECORDED IN MAP BOOK 99 PAGE 76 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE NORTHEASTWARDLY AND THEN EASTWARDLY ALONG THE NORTHERLY LINE OF SAID LOT B TO THE NORTHEAST CORNER OF SAID LOT B; RUN THENCE SOUTH ALONG THE EAST LINE OF SAID LOT B TO THE NORTHWEST CORNER OF LOT 2 BLOCK 5 HIGHLAND PARK AS RECORDED IN MAP BOOK 4 PAGE 380-381 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2 TO A POINT ON THE WEST RIGHT OF WAY LINE OF PARK AVENUE SOUTH; RUN THENCE EASTWARDLY TO A POINT ON THE EAST LINE OF PARK AVENUE SOUTH, SAID POINT BEING THE NORTHWEST CORNER OF THE

SOUTH 100 FEET OF LOT 7 BLOCK 6 HIGHLAND PARK; RUN THENCE EAST ALONG NORTH LINE OF SAID SOUTH 100 FEET OF LOT 7 TO A POINT ON THE WEST LINE OF LOT 3 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3 TO A POINT ON THE NORTH LINE OF LOT 8 BLOCK 6 OF SAID HIGHLAND PARK; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 8 A DISTANCE OF 35 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH TO A POINT ON THE NORTH LINE OF LOT 9 BLOCK 6 OF SAID HIGHLAND PARK SUBDIVISION; RUN THENCE EAST ALONG THE NORTH LINE OF SAID LOT 9 AND LOT 41 BLOCK 6 OF SAID HIGHLAND PARK AND THE PROJECTION THEREOF TO A POINT ON THE WEST LINE OF SECTION 20 T4SR2W, SAID POINT ALSO LYING ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE NORTHWARDLY ALONG THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE TO THE EASTERLY PROJECTED NORTH RIGHT OF WAY LINE OF ZEIGLER BLVD. AND THE POINT OF BEGINNING. LESS AND EXCEPT THE FOLLOWING AREA AS SHOWN BELOW AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AREA EXCEPTED:

BEGINNING AT THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK AS RECORDED IN MAP BOOK 111, PAGE 29 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SUBDIVISON TO THE SOUTHWEST CORNER OF SAID SUBDIVISION;RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID SUBDIVISION AND ALSO ALONG THE EAST LINE OF ALVERSON ROAD SOUTH TO THE NORTHWEST CORNER OF SAID SUBDIVISION; RUN THENCE WESTWARDLY 60 FEET MORE OR LESS TO THE NORTHEAST CORNER OF LOT 3, LOWES SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 44 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE CONTINUE WESTWARDLY ALONG THE NORTH LINE OF SAID SUBDIVISION A DISTANCE OF 451.6 FEET MORE OR LESS TO A POINT; RUN THENCE NORTHWARDLY AND PARALLEL WITH ALVERSON ROAD SOUTH TO A POINT ON THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE; RUN THENCE EASTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF HIGHLAND AVENUE TO A POINT ON THE WEST RIGHT OF WAY LINE OF ALVERSON ROAD NORTH; RUN THENCE NORTHEASTWARDLY ALONG THE WESTERLY RIGHT OF WAY LINE OF ALVERSON ROAD NORTH TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF MONK AVENUE TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD; RUN THENCE EASTWARDLY ALONG THE SOUTH RIGHT OF WAY LINE OF OLD SHELL ROAD TO THE POINT OF INTERSECTION WITH THE PROJECTED WEST LINE OF BERDIE BROADUS SUBDIVISION AS RECORDED IN MAP BOOK 89, PAGE 59 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE PROJECTED AND CONTINUING ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF LOT 2 OF SAID BERDIE BROADUS SUBDIVISION; RUN THENCE EASTWARDLY

ALONG THE SOUTH LINE OF SAID LOT 2 TO THE WEST LINE OF THE PRESENT CORPORATE LIMITS OF THE CITY OF MOBILE; RUN THENCE SOUTHWARDLY ALONG SAID CORPORATE LIMITS TO THE SOUTHEAST CORNER OF SECTION 18 T4S R2W; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID SECTION 18 TO THE NORTHWEST CORNER OF THE EAST 130 FEET LOT 30 HIGHLAND PARK EXT #2 AS RECORDED IN MAP BOOK 5 PGS 233-234 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA;RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 130 FEET AND THE PROJECTION THEREOF TO THE SOUTH LINE OF CEDAR STREET; RUN THENCE EASTWARDLY ALONG THE SOUTH LINE OF CEDAR STREET TO THE NORTHWEST CORNER OF THE EAST 94 FEET OF LOT 31, OF SAID HIGHLAND PARK EXT #2; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID EAST 94 FEET OF LOT 31 TO THE POINT OF INTERSECTION WITH THE NORTH LINE OF LOT 32 OF SAID HIGHLAND PARK EXT # 2; RUN THENCE WESTWARDLY ALONG THE NORTH LINE OF SAID LOT 32 TO THE NORTHWEST CORNER OF SAID LOT 32; RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 32 AND ALONG THE WEST LINE OF LOT 33 TO THE POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD; RUN THENCE WESTWARDLY ALONG THE NORTH RIGHT OF WAY LINE OF DICKENS FERRY ROAD TO THE SOUTHWEST CORNER OF LOT 8 OF SAID HIGHLAND PARK EXT #2; RUN THENCE NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 8 A DISTANCE OF 161.4 FEET MORE OR LESS TO A POINT; RUN THENCE WESTWARDLY 170 FEET MORE OR LESS TO A POINT ON THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE EAST; RUN THENCE WESTWARDLY 50 FEET MORE OR LESS TO THE SOUTH EAST CORNER OF LOT 4, BLOCK 3, W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 4 AND ALONG THE SOUTH LINE LOT 9 OF SAID SUBDIVISION AND THE PROJECTION THEREOF TO A POINT ON THE WEST RIGHT OF WAY LINE CENTER STREET, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF LOT 5 OF SAID JOWERS TRACT; RUN THENCE SOUTHWARDLY ALONG THE WEST RIGHT OF WAY LINE OF CENTER STREET TO THE SOUTHEAST CORNER OF LOT 4 OF SAID JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 4 TO A POINT ON THE WEST LINE OF LOT 3 OF SAID SUBDIVISION;RUN THENCE SOUTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 100 FEET MORE OR LESS TO A POINT; RUN THENCE SOUTH 83°09’11”WEST A DISTANCE OF 252.45 FEET MORE OR LESS TO THE POINT OF INTERSECTION WITH THE EAST RIGHT OF WAY LINE OF BORDER CIRCLE WEST; RUN THENCE SOUTHWESTWARDLY A DISTANCE OF 58 FEET MORE OR LESS TO A POINT ON THE WEST RIGHT OF WAY LINE OF BORDER CIRCLE WEST SAID POINT BEING THE SOUTHEAST CORNER OF THE NORTH 80 FEET OF LOT 1 BLOCK 1 OF SAID W.H. JOWERS TRACT; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE SAID NORTH 80 FEET TO THE EAST LINE OF LOT 2 OF SAID SUBDIVISION; RUN THENCE NORTHWARDLY ALONG THE EAST LINE OF SAID LOT 2 TO THE SOUTH LINE OF LOT 3 OF SAID SUBDIVISION; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF LOT 3 TO THE SOUTHWEST CORNER OF SAID LOT 3; RUN THENCE

NORTHWARDLY ALONG THE WEST LINE OF SAID LOT 3 AND CONTINUING ALONG THE WEST LINE OF LOT B RESUB OF LOT 4 BLOCK 1 W.H. JOWERS AS RECORDED IN MAP BOOK 88 PAGE 100 IN THE OFFICE OF JUDGE OF PROBATE MOBILE COUNTY, ALABAMA TO THE SOUTHEAST CORNER OF LOT 6 BLOCK 1 W.H. JOWERS TRACT AS RECORDED IN MAP BOOK 4, PAGE 614-615; RUN THENCE WESTWARDLY ALONG THE SOUTH LINE OF SAID LOT 6 TO NORTHEAST CORNER OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 19 T4S R2W; RUN THENCE WEST ALONG THE NORTH LINE OF SAID SOUTH HALF TO THE NORTHWEST CORNER OF SAID SOUTH HALF; RUN THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH HALF TO THE SOUTHEAST CORNER OF ALVERSON COMMERCIAL PARK SUBDIVISION AS RECORDED IN MAP 111 PAGE 29 AND THE POINT OF BEGINNING.

“P”

LESS AND EXCEPT THAT PORTION OF PROPERTY THAT WAS DE-ANNEXED IN 2015 AS PER RESOLUTION 02-219 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 2 WEST, MOBILE COUNTY, ALABAMA; THENCE RUN EASTWARDLY ALONG THE NORTH LINE OF SECTION 19, A DISTANCE OF 76.00 FEET TO THE NORTHWEST CORNER OF THE W. H. JOWERS TRACT AS PER PLAT RECORDED IN MAP BOOK 4, PAGES 614-615, PROBATE COURT RECORDS, MOBILE COUNTY, ALABAMA; THENCE RUN 500°17'00"E, ALONG THE WEST LINE OF SAID W. H. JOWERS TRACT, 894.94 FEET TO THE POINT OF BEGINNING; THENCE RUN N89° 10'34"E, 108.27 FEET TO A POINT; THENCE RUN S00°38'09"E, 79.88 FEET TO A POINT; THENCE RUN S89°09'51"W, 108.77 FEET TO A POINT; THENCE RUN N00°17'00"W, 79.90 FEET TO THE POINT OF BEGINNING, CONTAINING 0.20 ACRE.

“Q”

All of that real property, including all forty-three (43) lots, common areas, detention areas, rights-of-way and streets as described in and made a part of the Darby Creek Subdivision Plat recorded at Map Book 67, Page 71 in the records of the Judge of Probate of Mobile County.

“R”

That property known as 3865 Remington Court, Mobile, Alabama 36618 Parcel number 2304202000004.010, that was annexed into the city of Mobile pursuant to ordinance number 83-021 which was adopted March 12, 2024. Said property to be shown as Lot 24 Remington Subdivision, according to map or plat thereof as recorded in map book 46,

page 122 of the public records in the office of the judge of Probate of Mobile County, Alabama.

“S”

That property known as 4589 Hermitage Ave. Mobile, Alabama 36619, Parcel number 23305223000022.000 and 5344 Highway 90 W. Mobile, Alabama 36619, Parcel number 23305223000021.001, that was annexed into the city of Mobile pursuant to ordinance number 83-049 which was adopted September 24, 2024. Said property to be shown as The western portion of lots 6 & 7, block 1, Suburban Gardens, as recorded in map book 5, pages 295-300 of the public records in the office of the judge of Probate, Mobile County, Alabama and the western portion of lot 1, resubdivision of lot 8 and a portion of lot 9, Block 1, Suburban Gardens, as recorded in map book 113, page 77 of the public records in the office of the judge of Probate, Mobile County, Alabama;

More particularly described as follows:

Beginning at a capped rebar (Poly) at the southwest corner of lot 1, resubdivision of lot 8 and a portion of lot 9, Block 1, Suburban Gardens, as recorded in map book 113, page 77 of the records in the office of the judge of probate, Mobile County, Alabama; thence run north 89°-56'-02" east along the south line of said lot 1 a distance of 177.47 feet to a capped rebar (Poly) at the northwest corner of lot 2 of said resubdivision of lot 8 and a portion of lot 9, Block 1, Suburban Gardens; thence run north 00°-58'-21" east a distance of 299.53 feet to the north line of lot 6, Block 1, Suburban Gardens, as recorded in map book 5, pages 295-300 of the records in the office of the judge of probate, Mobile County, Alabama; thence run south 89°-55'-3311 west along the north line of said lot 6 a distance of 126.31 feet to a 60d nail in a root; thence run south 89°-55'-49" west along the north line of said lot 6 a distance of 199.76 feet to a 1" open top pipe at the northwest corner of said lot 6; thence run south 00°-05'-56" east along the east right-of-way line of Hermitage Avenue (50' r/w) and along the west line of said lot 6 and along the west line of lot 7, Block 1 of said Suburban Gardens a distance of 199.86 feet to a capped rebar (Poly) at the southwest corner of said lot 7; thence run north 89°-53'-32" east along the south line of said lot 7 a distance of 143.23 feet to a capped rebar (Poly) at the northwest corner of said lot 1; thence run south 00°-02'-00" west along the west line of said lot 1 a distance of 99.68 feet to the point of beginning. The described parcel contains 1.90 acres, more or less.

SECTION 2: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, and for the purpose of paying the expenses of the City Government, the Council of the City of Mobile does hereby lay, levy and assess for the municipal tax year beginning October 1, 2019, and for successive tax years, ad valorem taxes, on all real and personal property and intangibles situated in the following described areas within the corporate limits of the City of Mobile, which areas are being furnished the services set out in the aforesaid Act of the Legislature during the year for which this ad valorem tax is being levied, and which may be subjected to the municipal ad valorem taxes under the Constitution and Laws of the State of Alabama, viz.:

Beginning at the southwest corner of Section 5, Township 4 south, Range 2 west, thence run northward along the west line of Section 5, to the northwest corner of Section 5 and the southwest corner of Section 32, Township 3 south, Range 2 west; thence continue northward along the west line of Section 32 to the northwest corner of Section 32; thence run eastward along the north line of Sections 32, 33, 34, 35, and 36 to the northwest corner of the northeast quarter of the northeast quarter of Section 36; thence run southward along the north-south centerline of the northeast quarter of Section 36 to the east-west half-section line of Section 36; thence run eastward along the east-west half-section line to the east line of Section 36; thence run southeastwardly, northeastwardly, and southeastwardly along the existing corporate limits line of the City of Mobile to its intersection with the west line of Interstate 65; thence run southwestwardly along the west line of Interstate 65 to the north line of Section 6, Township 4 south, Range 1 west; thence run westward along the north line of Section 6, Township 4 south, Range 1 west and Section 1, Township 4 south, Range 2 west to the north-south one-half section line of said Section 1; run thence southwardly along the north-south one-half section line of said Section 1 to a point on the south line of said Section 1; run thence eastwardly along the south line of said Section 1 to the range line between Range 1 west and Range 2 west; run thence southwardly along the range line between Range 1 west and Range 2 west to the north bank of Bolton's Branch; run thence southwardly and eastwardly along the meanderings of the north bank of Bolton's Branch to the west bank of Dog River; run thence southwardly along the west bank of Dog River to the north right-of-way line of the Louisville and Nashville Railroad; run thence northeastwardly along the north right-of-way line of said railroad to a point on the township line between Township 4 south and Township 5 south; run thence eastwardly along said township line between Township 4 south and Township 5 south to a point on the north-south coordinate line 336,000 of the Transverse Mercator Projection for Alabama West Zone as used officially on maps of the Mobile Bay Area by the United States Corps of Engineers; run thence south along said coordinate line to a point due east of the north bank of Dog River; run thence due west to the north bank of Dog River; run thence northwestwardly along the meanderings of the northerly and easterly bank of Dog River to a point due east of the north bank of Halls Mill Creek; run thence due west to the north bank of Halls Mill Creek; run thence northwardly and westwardly along the meanderings of the north bank of Halls Mill Creek to the west line of Section 17, Township 5 south, Range 2 west; thence run northwardly along the west line of Sections 17, 8 and 5, Township 5 south, Range 2 west and along the west line of Sections 32, 29, 20, 17 and 8, Township 4 south, Range 2 west to the northwest corner of said Section 8, said corner also being the southwest corner of Section 5, Township 4 south, Range 2 west and the point of beginning.

SECTION 3: Pursuant to the provisions of Act No. 18, General Acts of Alabama, 1956, Second Special Session, Page 279, the area described in said Act No. 18 but outside of that area described in Sections 1 and 2 of this Ordinance is hereby exempted from the City of Mobile ad valorem taxes for the municipal tax year beginning October 1, 2019.

SECTION 4: That the annual rate of each levy provided in Sections 1 and 2 of this Ordinance shall be seventy hundredths (.70) of one per centum as authorized by law, of the value of such property as assessed for State Taxation during the preceding year.

SECTION 5: Should any section, provision, or part of this Ordinance be declared unconstitutional or void by any court of competent jurisdiction it shall not affect the validity of the remaining sections, provisions, or parts of this Ordinance.

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:
This was added after the deadline at the request of Chris Kern, on behalf of Ricardo Woods.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution.MobileCounty.MobileArenaProject
2. Intergovernmental Agreement MCC and COM for civic center

REVIEWERS:
Lana Gauthier
Lana Gauthier

2025

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are authorized to execute and attest, respectively, for and on behalf of the City of Mobile, the Intergovernmental Agreement between the Mobile County Commission and City of Mobile for the Mobile Arena Project, attached hereto or one worded substantially similar thereto, and made apart hereof, as though set forth in full, and to take such further action necessary to effectuate the Agreement, accept and receive funding. A copy of said Agreement is on file in the office of the City Clerk.

ADOPTED: _____

_____
City Clerk

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE MOBILE COUNTY COMMISSION AND THE CITY OF MOBILE
FOR THE NEW MOBILE ARENA

WHEREAS, Mobile County, Alabama, a body corporate, politic, and a political subdivision of the State of Alabama, by and through the Mobile County Commission ("County"), and the City of Mobile, Alabama, a municipal corporation located in the County, acting by and through its duly authorized Mayor ("City"), are authorized to expend public funds when a public purpose will be served thereby; and, each finding that a public purpose will be served by the expenditure of funds; and,

WHEREAS, Counties and Municipalities in the State of Alabama may enter into mutual agreements, and sponsor appropriate events, the County and the City desire to jointly fund the design and construction of the new Mobile Arena, formerly known as the Mobile Civic Center; and

WHEREAS, the City is currently designing and planning construction for the new Mobile Arena in the place of the former Mobile Civic Center and seeks funding from the County to support that project; and

WHEREAS, the County and the City deem it necessary and desirable to set out the terms of this agreement with regard to the funding of the project.

NOW, THEREFORE, in consideration of the premises and the public purposes to be served thereby, the County and the City ("Parties") enter into the following mutual agreement:

1. That the County will appropriate for the use of the City the sum of Seven Million, Five Hundred Thousand Dollars and 00//100 ($7,500,000.00) ("Funds") to be paid to facilitate the design and construction of the new Mobile Arena as provided herein.

2. That the City agrees to utilize the Funds solely for the design and construction of the new Mobile Arena, and these funds shall supplement, not supplant, the City's contribution.

3. That the funds will be disbursed annually over a ten (10) year period, with the payments to begin on October 1, 2026, and with the last payment on October 1, 2035. The first disbursements will be in the sum of Five Hundred Thousand Dollars and 00/100 ($500,000.00), for years 2026-27. The remaining disbursements will be paid in the sum of Eight Hundred Thousand, Twelve Thousand and Five Hundred Dollars and 00/100 ($812,500.00), for years 2018-2035.

4. That the Parties agree the County will be fully represented as a funding entity for the new Mobile Arena in all media forums, advertising, signage, websites, social media, print media, including brochures and programs and in any other way the new Mobile Arena is promoted.

5. The Parties agree that this Intergovernmental Agreement shall be in full force and effect as of the date of the full execution of same. The Parties further agree that the term of this Intergovernmental Agreement shall be for ten (10) years, with no options for extension or further funding, without the consent and written agreement of the Parties herein.

6. The Parties further agree this Intergovernmental Agreement shall not be terminated for convenience, but only for cause, which includes but is not limited to, material breach of terms, failure to fund the new Mobile Arena or any other action of either Party relating to this Agreement which renders this Agreement void.

7. This Agreement constitutes the entire and only Agreement between the parties relating to the matters described herein, and all prior negotiations, representations, agreements, and understandings are superseded hereby. No agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

8. Any notice required by this Agreement shall be given by prepaid, first class, certified mail, return receipt, addressed as follows:

Mobile County Commission

E. Edwin Kerr, County Administrator
Eighth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
eddie.kerr@mobilecountyal.gov

With a copy to:
Mobile County Commission
Jay M. Ross, County Attorney
Tenth Floor, South Tower
205 Government Street
Mobile, Alabama 36644-1801
Jay.ross@arlaw.com

City of Mobile
Sandy Stimpson, Mayor
205 Government Street
Tenth Floor, South Tower
Mobile, Alabama 36644
ATTN: Chief of Staff James Barber
barberj@cityofmobile.org

9. Nothing in this Agreement obligates the County to provide any future funding for the new Mobile Arena upon expiration of this Agreement, absent an amendment agreed-upon, and executed, by both Parties.

10. Each Party shall pay for its own insurance necessary to cover the party for any incidents, claims or losses resulting from the design and/or construction of the new Mobile Arena.

IN WITNESS WHEREOF, the Parties have each caused this instrument to be executed on the date or dates set out below the signature of their duly authorized representatives.

ATTEST: MOBILE COUNTY COMMISSION

_____ _____
E. Edwin Kerr, County Administrator Merceria Ludgood, President

Date: _____

ATTEST:

CITY OF MOBILE, ALABAMA

_____
Lisa C. Lambert, City Clerk

_____
William S. Stimpson, Mayor

Date: _____

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Donna Bryars, Comptroller

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize the Mayor and City Clerk to execute an agreement with Distinguished Young Women Foundation in the amount of $50,000.00.

Amount of Contract:
$50,000.00

Funding Source

ATTACHMENTS:
1. Resolution - DISTINGUISHED YOUNG YOUNG WOMEN FOUNDATION
2. DYW_PC

REVIEWERS:
Lana Gauthier
Lana Gauthier

RESOLUTION

Sponsored by: Mayor Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement with the Distinguished Young Women Foundation, in the amount of $50,000.00 for the purpose of operating expenses as outlined in the agreement attached hereto and made a part hereof as though set forth in full. A copy of said agreement is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

STATE OF ALABAMA)

COUNTY OF MOBILE)

PERFORMANCE CONTRACT

THIS PERFORMANCE CONTRACT (sometimes hereinafter "Agreement") made and entered into by and between the City of Mobile, a Municipal Corporation of the State of Alabama (sometimes hereinafter "City"), and **DISTINGUISHED YOUNG WOMEN FOUNDATION**, a not-for-profit corporation organized and existing under the laws of the State of Alabama (sometimes hereinafter "Contractor"), agree as follows:

WHEREAS the Contractor's mission is to positively impact the lives of young women by providing a transformative experience that promotes and rewards scholarship, leadership and talent; and,

WHEREAS the City desires to allocate funding to Contractor to provide said services.

NOW, THEREFORE,

WITNESSETH:

That the City, for and in consideration of the mutual covenants and agreements hereinafter set forth to be kept and performed by the other, and other good and valuable consideration, the receipt sufficiency of all of which is hereby acknowledged, does hereby covenant and agree as follows:

City hereby agrees to pay the Contractor the sum of **FIFTY THOUSAND DOLLARS ($50,000.00)**, payable for the period from the execution of this Agreement to **September 30, 2025. Said funds will be disbursed in a single payment in the amount of FIFTY THOUSAND DOLLARS ($50,000.00)**.

Contractor agrees that it shall be totally responsible for, and shall have exclusive control over the management and disbursement of all such monies received from the City, and that all monies received under this Agreement shall be used for the purpose of operating expenses.

The Contractor shall provide to City's Accounting Department an activity report and **financial statements upon the completion of its services performed under this Agreement.** Additionally, Contractor agrees to permit at all reasonable times and places an audit of its books and records by City's duly authorized representatives.

Notwithstanding any of the provisions of this City bet, it is agreed that the City has no financial interest in the business of the Contractor, and shall not be liable for any debts or obligations incurred by Contractor, nor shall City be deemed or construed to be a partner, joint ventures or otherwise interested in the assets of the Contractor, or sums earned or derived by the Contractor, nor shall Contractor at any time or times use the name or credit of the City in

purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Contractor, provided for herein, are performed, but on the contrary, the Contractor shall be wholly responsible therefor.

Contractor acknowledges that its identity and peculiar capacity to provide the services described hereinabove constitute a material consideration for City's having entered into this Agreement. Therefore, Contractor shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the City; which such consent shall be granted or denied solely at City's discretion.

The Contractor hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and of the United States while performing its obligations under the terms of this Agreement.

The Contractor agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Contractor, the City may, at its option, terminate and cancel this Agreement.

The Contractor agrees that it will comply with Title 6 of the Civil Rights Act of 1964 assuring that no person will be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination on the grounds of race, sex, color, national origin or disability, in connection with federally funded programs.

In the event of any breach or apparent breach by Contractor of any of its obligations under the terms of this Agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Contractor agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this Agreement; regardless of whether said attorneys' fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

The Contractor agrees and understands that the funding of this Agreement is solely provided from the **City's General Fund**. If, at any time during the City's fiscal year, City's actual revenues decrease below that amount which has been projected by the City to sustain the operating budget of the City, this Agreement may be declared null and void and no liability shall accrue to any party hereto. Notwithstanding any of the other provisions contained in this Agreement, City shall maintain the right to terminate this Agreement upon proper notice, which shall be in writing and shall be provided to the Contractor at least thirty (30) days prior to the intended date of cancellation.

For the term of this Agreement, the Contractor shall acquire and maintain in full force and effect the following liability and comprehensive insurance issued by a company licensed and qualified to do business in the State of Alabama, ***which such insurance shall name the City of Mobile as an additional insured,*** and shall attach to this contract, as proof thereof, a certificate of insurance issued by an agent licensed and qualified to do business in the State of Alabama:

a. General Liability Insurance - public liability including premises, products and complete operations.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability - $100,000 each occurrence

Or, (in lieu of (1) and (2) above)
(3) Bodily injury and property damage combined - $500,000 per occurrence

b. Comprehensive - Automobile Liability Insurance including owned, non-owned, and hired vehicles.

(1) Bodily injury liability:
$250,000 each person
$500,000 each occurrence

(2) Property damage liability $100,000 each occurrence

Or, (in lieu of (1) and (2) above)
(3) Bodily injury and property damage combined - $500,000 per occurrence

c. Workers' Compensation/Employer's Liability: (when required by statute)

(1) Workers' Compensation insurance in the amounts required by all application laws, rules, regulations of the state of Alabama.

Said insurance coverage shall be Primary and Non-contributory, waiver of subrogation shall apply in favor of City with respect to all policies and no policy will be altered or terminated unless City shall be given written notice of such alteration or termination delivered to City not less than thirty (30) days before the effective date of such alteration or termination.

If the certificate of insurance referenced in this agreement does not evidence insurance of owned vehicles, said certificate and this sentence shall evidence the Contractor's covenant that it will not purchase or obtain any vehicles during the term of this Agreement.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

City of Mobile is included as an Additional Insured with respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

Contractor agrees to indemnify and hold the City, its elected officials, officers, agents, and employees whole and harmless from all costs, liabilities and claims for damages of any kind (including interest and attorneys' fees) arising in any way out of the performance of this Agreement and/or the activities of Contractor, its principals, directors, agents, servants and employees in the performance of this Agreement, for which the City is alleged to be liable. In the event that the City, through no fault of its own, is made a party to any lawsuit or legal proceeding arising in any way from this Agreement or any activities conducted pursuant thereto, Contractor hereby agrees to pay all of City's costs of defense, including but not limited to all attorneys' fees, court costs, expert witness fees and other expenses, through trial and, if necessary, appeal. This section is not as to third parties or to anyone, a waiver of any defense of immunity or statutory damages cap otherwise available to Contractor or City, and these defenses and matters may be raised in the City's behalf in any action or proceeding arising from this Agreement.

All notices of cancellation, requests, demands or other communications shall be in writing and duly delivered to the following address for City:

City Clerk
City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Copy to: **City of Mobile Finance Department**
Post Office Box 1827
Mobile, AL 36633-1827

And to Contractor: **Distinguished Young Women Foundation**
ATTN: Executive Director Carole Hegwood
751 Government Street
Mobile, AL 36602

This Agreement is the final expression of the agreement between the parties, and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not contained herein.

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representatives of the party against whom enforcement is sought.

The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the enforceability of the remainder of this Agreement unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire agreement with respect to any party.

The Parties agree that the jurisdiction and laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the circuit court of Mobile County, Alabama.

Contractor shall obtain, at its own expense, all necessary licenses, permits, insurance, authorizations and assurances necessary in order to abide by the terms of this Agreement.

The Contractor agrees that it shall comply with all the requirements of the State of Alabama Immigration Law (Act No. 2011-535 as mended by Act No. 2012-491, Alabama Code (1975) Section 31-13.1, et, seq., see Section 31-13-9) and all provisions of said Law, including all penalties for violation thereof. Compliance shall be evidenced by the Contractor's documentation of enrollment in the E-Verify Program. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien with the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

By signing this contract, the Contractor, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the state of Alabama can enjoy open trade.

Contractor shall comply with all Federal, State, and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin, or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

Contractor's signatory below represents that she or he has all requisite power and authority to execute and deliver this Agreement on behalf of Contractor and to sufficiently legally bind Contractor to perform its obligations hereunder.

Contractor and the City enter this Agreement for their mutual benefit and not for the benefit of any third parties.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day and year first written.

CITY OF MOBILE, A Municipal Corporation

BY_____
William S. Stimpson, Mayor

ATTEST:

BY_____
Its City Clerk

I declare under penalty of perjury that all facts, figures, reports, budgets, request and supporting documentation submitted to procure public funds are true and correct. I further declare that I do so with a continued obligation to supplemental said information.

DISTINGUISHED YOUNG WOMEN FOUNDATION

BY Valerie Mothershed

PRINT NAME: Valerie Mothershed

ITS: Operations Director

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public, in and for said County in said State, hereby certify that Valerie Mothershed whose name as Operations Director of **DISTINGUISHED YOUNG WOMEN FOUNDATION**, a non-profit corporation, is signed to the foregoing Performance Contract, and who is known to me, acknowledged before me on this day that, being informed of the contents of the above and foregoing Performance Contract, (s)he, as such officer and with full authority executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand this the 20th day of March, 2025

(SEAL)

Odetta Woods Stutts
Notary Public
State of Alabama At-Large
My Commission Expires: March 2, 2026

ODETTA WOODS STUTTS
NOTARY
PUBLIC
STATE OF ALABAMA

DISTYOU-01 LROBERTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/15/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Thames Batre' Insurance
PO Box 6989
Mobile, AL 36660

CONTACT NAME: Lucy Kirby, AAI
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: lucy@thamesbatre.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AmGUARD Insurance Company	42390
INSURER B : Safety National Casualty Corp.	15105
INSURER C : AI Retail Comp	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Distinguished Young Women Foundation
751 Government St
Mobile, AL 36602

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	C1GP506987	10/13/2024	10/13/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ABUSE	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	C2GP504802	10/13/2024	10/13/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	C3GP502845	10/13/2024	10/13/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	PRE4004287	1/1/2024	1/1/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 2,000,000 $ 2,000,000 $ 2,000,000
C	Workers' Comp			3607801	1/1/2024	1/1/2025	Per AL Statute	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Long Lewis Ford of the Shoals Inc for two 2024 Ford Bronco Sport 4WD SUVs for Municipal Enforcement.

Amount of Contract:
$59,991.00

Funding Source
Motor Pool Capital

ATTACHMENTS:
1. 20250319 Long Agenda Package POs

REVIEWERS:
Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 March 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Long Lewis Ford of the Shoals Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Long Lewis Ford of the Shoals Inc for two 2024 Ford Bronco Sport 4WD SUVs for Municipal Enforcement.
Motor Pool Capital

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $59,991.00

FUNDING SOURCE:

Budget Item: See Requisition — Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ — Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
20805	2025	(F7000) MOTOR POOL	2 2024 FORD BRONCO SPORT 4WD SUVS FOR MUNICIPAL ENFORCEMENT (AL STATE CONTRACT)	$59,991.00	(290649) LONG LEWIS FORD OF THE SHOALS INC

Adopted:

_____

City Clerk

Bill To	Requisition 00020805-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 1

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MUNICIPAL GARAGE ATTN: SEAN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
001	2024 OR NEWER FORD BRONCO SPORT BIG BEND 4x4 AS FOLLOWS: 1.5L ECOBOOST ENGINE, 8-SPEED AUTOMATIC, OXFORD WHITE IN COLOR, EBONY, UNIQUE CLOTH FRONT BUCKET SEATS VENDOR TO BE PROVIDING FORD BRONCO SPORT BIG BEND MODEL 200A R9B 4X4 AWD WHITE IN COLOR. ONY, UNIQUE CLOTH FRONT BUCKET SEATS AS PER STATE CONTRACT T-191 LINE 2 MASTER AGREEMENT MA22000003123	2.00 EACH	29995.50000	59991.00

Additional Description Notes

2024 OR NEWER FORD BRONCO SPORT BIG BEND 4x4 AS FOLLOWS: 1.5L ECOBOOST ENGINE, 8-SPEED AUTOMATIC, OXFORD WHITE IN COLOR, EBONY, UNIQUE CLOTH FRONT BUCKET SEATS-INCLUDE EASY TO CLEAN CLOTH, 6-WAY MANUAL DRIVER AND 4-WAY MANUAL PASSENGER SEATS, FRONT LICENSE PLATE BRACKET, DAYTIME RUNNING LAMPS, FRONT & REAR FLOOR LINERS W/O CARPET MATS, REAR PARKING SENSORS

AS REQUESTED BY 5510-MUNICIPAL ENFORCEMENT

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP05510 .VEHICLEEXP. . 59991.00

Bill To	Requisition 00020805-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Released Page 2

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC 2800 WOODWARD AVE MUSCLE SHOALS, AL 35661 Tel#256-386-7800 Fax 256-263-4613	MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	290649				MOTOR POOL

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE ATTN: SEAN 770 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 59991.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP05510 .VEHICLEEXP. .	59991.00	17978.59

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	59991.00	11422404.80

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	03/19/25	JOHN PAINE	GL Allocation changed
Approved	02/27/25	TRAVESIA AGEE	Approved
Approved	02/27/25	CHARLES SUMRALL	Auto approved by: 910513381

Bill To	Requisition 00020805-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 3

Vendor	Ship To
LONG LEWIS FORD OF THE SHOALS, INC	MUNICIPAL GARAGE ATTN: SEAN
2800 WOODWARD AVE	770 GAYLE STREET
	MOBILE, AL 36604
MUSCLE SHOALS, AL 35661	AGEET@CITYOFMOBILE.ORG
Tel#256-386-7800	Delivery Reference
Fax 256-263-4613	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE ATTN: SEAN
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	290649				MOTOR POOL

LN Description / Account			Qty	Unit Price	Net Price
Approved	02/28/25	SHONNDA SMITH			
Approved	02/28/25	CHERI BOUCHER	Auto approved by: 910518244		
Forward	03/07/25	LONELL HARRIS	Automatic Forward to 9105paij		
Queued	03/19/25	TRAVESIA AGEE	Automatic Forward to 9105paij		
Queued	03/19/25	CHARLES SUMRALL	Automatic Forward to 9105paij		
Pending		SHONNDA SMITH	Automatic Forward to 9105paij		
Pending		CHERI BOUCHER	Automatic Forward to 9105paij		
Pending		DONALD ROSE	Automatic Forward to 9105paij		
Pending		SANDRA LEWIS	Automatic Forward to 9105paij		
Pending		STEVEN KRONINGER	Automatic Forward to 9105paij		
Pending		SAMANTHA COOLEY	Automatic Forward to 9105paij		
Pending		CLAUDE BUERGER IV	Automatic Forward to 9105paij		
Pending		ANNE FOLEY	Automatic Forward to 9105paij		
Pending		JOHN PAINE	Automatic Forward to 9105paij		

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Ford Fleet T191 Long Lewis Shoals

Type
Master Agreement

Supplier
Long-Lewis Of The Shoals Inc

Contract Code
MA220000003123

Linked Solicitation
Ford Fleet T191 -Bid-

Sourcing Number
SRC0000007870

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229
Christina	Croteau	christina.croteau@longlewis.net	256-710-5229

2 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
6/14/2022

End Date
6/14/2026

Documents

- Master_Agreement_V1.pdf
- 2023 Order Bank Opening Updates.pdf
- Master_Agreement_V1 (7).pdf
- Updated Ford_Bid_specs T191 5-23-22.pdf
- Ford 2023 Order Bank Opening Updates.pdf
- Ford_Fleet_T191_Long_Lewis_Shoals_V1.pdf
- MA220000003123_Long_Lewis_of_the_Shoals_T191_V1.pdf

Items

Item Name	Product Code	UOM	
Ford Escape	220000003123-1	31,289.50	Each
Ford Bronco Sport	220000003123-2	37,945.50	Each
Ford Edge	220000003123-4	34,658.50	Each
Ford Expedition	220000003123-5	49,920.50	Each
Ford Transit Passenger 15 Van	220000003123-9	53,880.50	Each
Ford Transit Cargo Van	220000003123-11	45,998.50	Each
Optional Equipment	220000003123-36	0.00	USD
Vehicle Delivery	220000003123-37	0.00	USD

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to North American Fire Equipment Co Inc for fire hose for MFRD.

Amount of Contract:
$66,525.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250314 Nafeco Agenda Package POs

REVIEWERS:
Lana Gauthier
Lana Gauthier

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 25 March 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to North American Fire Equipment Co Inc

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to North American Fire Equipment Co Inc for fire hose for MFRD.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $66,525.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: NPP cooperative purchasing agreement, not on state contract.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
20648	2025	(1510) FIRE ADMINISTRATION	5IN AND 1.75IN FIRE HOSE FOR MFRD (NPP COOPERATIVE PURCHASING AGREEMENT, NOT ON STATE CONTRACT)	$66,525.00	(149290) NORTH AMERICAN FIRE EQUIPMENT CO INC

Adopted:

_____

City Clerk

Bill To	Requisition 00020648-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	AS PER QUOTE Q1224120269327V AND COOP NPP - PS20045/1910			
001	HOSE FIRE: Key Big 10 FDNYHose, 1. 75" 50' Red, 1.5" NST, ITEM # DP18-800- FDNYX50R; PER QUOTE Q1224120269327 **Shipping included. Pricing per NPP Co-Op Contract, NPP.GOV PS20045/1910. ** Vendor Item	250.00 EACH	218.00000	54500.00
1	1000.30.15.1510.1522.1510.0000.0000.42150.			54500.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	HOSE FIRE: Key Fire Hose, 5.0" x	13.00	925.00000	12025.00

Bill To	Requisition 00020648-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved Page 2

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	149290				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	100' Yellow, Rubber, 450 PSI, 5"Stz , ITEM #RC50X100Y50S PER QUOTE Q1224120269327 **Shipping included. Pricing per NPP Co-Op Contract, NPP.GOV PS20045/1910. ** Vendor Item	EACH		
1	1000.30.15.1510.1522.1510.0000.0000.42150.			12025.00

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607
Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD
MOBILE, AL 36607

Requisition Link

Requisition Total 66525.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.30.15.1510.1522.1510.0000.0000.42150.	66525.00	5522488.01

FIRE SUPPRESSION DIV EXP MAINTENANCE & REPAIRS

***** Approval/Conversion Info *****

Bill To	Requisition 00020648-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.30.15.1510.1522.1510.0000.0000.42150. Review: Buyer: 910520704 Status: Approved

Vendor	Ship To
NORTH AMERICAN FIRE EQUIPMENT CO INC PO Box 2928 DECATUR, AL 35602 USA Tel#256-353-7100 Fax 256-355-0852	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	149290				FIRE ADMINISTRATION

LN Description / Account			Qty Comment	Unit Price	Net Price
Activity	Date	Clerk			
Forward	03/07/25	LONELL HARRIS	Automatic Forward to 9105paij		
Approved	03/14/25	DONALD ROSE	Auto approved by: 910520704		
Approved	03/14/25	SANDRA LEWIS	Auto approved by: 910520704		
Approved	03/14/25	STEVEN KRONINGER	Auto approved by: 910520704		
Approved	03/14/25	SAMANTHA COOLEY			
Approved	03/14/25	ANNE FOLEY	Auto approved by: 910520704		
Approved	03/14/25	JOHN PAINE	Auto approved by: 910520704		

Authorized By: _____ Date: _____
Signature

Publicly Solicited Contract	Expiration Date	Renewal Limit	Contract #	Lead Public Agency
	Mar 24, 2023	Mar 24, 2026	PS20045	League of Oregon Cities

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Documents | Access Contract | **Details**

Products on Contract

- Fire Fighting Equipment
- Hazardous Material Equipment
- Fire Extinguishers
- FIre Fighter Foam
- Fire Fighter Hoses
- Fire Pumps

Testimonial

The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases.

- Public Employee from Lyon County, Nevada

NAFECO

North America Fire Equipment Company, Inc. (NAFECO) was started in 1968 by its founder, Jerrell Oaks. It began primarily as a service business tolocal factories and businesses doing fire extinguisher service and has developed over the years into a full line distributor of fire, law enforcement, and industrial safety apparel and equipment.

Additional Company Information

NAFECO Website

NPPGov Customer Service
customerservice@nppgov.com
Phone: 877.329.8847

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Location:
401 Adams Avenue, Suite 280
Montgomery, AL 36104-4338

Mailing Address:
P.O. Box 302251
Montgomery, AL 36130-2251
Telephone (334) 242-9200
Fax (334) 242-1775
www.examiners.alabama.gov

Rachel Laurie Riddle
Chief Examiner

December 11, 2024

Alabama County Commissions
Alabama Municipalities
City and County Boards of Education

To Whom It May Concern,

In accordance with Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135, the Department has reviewed the competitive bidding process used by NPPGov, a national, governmental purchasing cooperative, for the contracts awarded as of the date of this letter. The Department did not identify any matters that were contrary to proper purchasing procedures or routine governmental procurement practices. Each contract was awarded by various governmental entities pursuant to the competitive bid laws in the state of the awarding authority.

Based on the Department's review, the competitive bid process used by NPPGov is approved for use through **December 31, 2025**. This approval authorizes the purchase, lease, or lease/purchase of certain goods or services, other than voice or data wireless communication services, when certain statutory conditions are fulfilled. See Sections 16-13B-2(a)(13) and 41-16-51(a)(16), *Ala. Code* 1975, as amended by Act No. 2023-135.

Prior to utilizing NPPGov, each governmental entity must verify that the goods or services to be purchased, leased, or lease/purchased are either not at the time available on the state purchasing program or are available at a price equal to or less than that on the state purchase program. *Id.* Any such purchases, leases, or lease/purchases must be made through a participating Alabama vendor holding an Alabama business license if such a vendor exists. *Id.* Any such vendor shall also comply with Section 41-16-51(a)(16)d, *Ala. Code* 1975 when applicable. Further, all purchases must comply with the requirements of *Uniform Guidance*.

Should the Department receive notice that NPPGov, its awarding authorities, or its awarded vendors are allowing Alabama governmental entities to make unauthorized purchases or other unlawful business transactions, NPPGov's competitive bid process approval will subject to immediate revocation by the Department.

*****Please be advised, this letter authorizes the purchase of materials or equipment (by counties or municipalities only) that are otherwise part of a contract for "public works," as defined in Section 39-2-1(6), *Ala. Code* 1975, as long as the remaining portion of the public works project is subject to the requirements of Title 39, even if the remaining portion of the project would involve an amount less than $100,000 as a result of the exclusion of the purchase of materials or equipment. See Section 39-2-2(l)(1) and (2), *Ala. Code* 1975, as amended by Act 2023-497.**

If the Department can be of further assistance, please let us know.

Sincerely,

Rachel Laurie Riddle
CHIEF EXAMINER

RLR/lbm

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Jennifer White

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize the transfer of $125,000.00 from project SDT08 (20002000.94070) to grant project G-STPOLDSH (50015001.93030) for grant match to upgrade detection equipment at intersections between Ann Street and Parkway Street on Old Shell Road.

Amount of Contract:

Funding Source

ATTACHMENTS:
1. RESOLUTION-TAP Transfer-Old Shell-Ann to Parkway
2. Capital Txr Approval-G-STPMOLDSH
3. Signed Transfer Form-G-STPOLDSH
4. Project Agreement STPMB-4925( ) 100079721 MOBILE

REVIEWERS:
Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $125,000.00 be transferred from project SDT08 (20002000.94070) to grant project G-STPOLDSH (50015001.93030). These funds will be reallocated for grant match to upgrade detection equipment at intersections between Ann Street and Parkway Street on Old Shell Road.

Adopted:

_____
City Clerk

Outlook

RE: transfer request-grant project G-STPOLDSH

From Washington, Jasmine <jasmine.washington@cityofmobile.org>
Date Mon 3/17/2025 3:39 PM
To Tippery, Kelsi <kelsi.tippery@cityofmobile.org>
Cc Threadgill, Randy <randy.threadgill@cityofmobile.org>

Hi Kelsi,

I am okay with this transfer moving forward as an exception to the typical Penny Sales Tax CIP process. I understand that there will be limited reporting capabilities from the initial capital project, and I am expecting that the reporting will be made available through grant reporting processes.

- $125,000 from SDT08 CIP Signal Detection Citywide to G-STPMOLDSH Detection Equip Upgrades to Old Shell
    - The anticipated project is to upgrade signal detection equipment.

Jasmine (Washington) Cook

_____
jasmine.washington@cityofmobile.org
O: (251) 208-7043
M: (251) 348-2404

From: Tippery, Kelsi <kelsi.tippery@cityofmobile.org>
Sent: Wednesday, March 12, 2025 4:17 PM
To: Washington, Jasmine <jasmine.washington@cityofmobile.org>
Cc: Threadgill, Randy <randy.threadgill@cityofmobile.org>
Subject: transfer request-grant project G-STPOLDSH

Hi Jasmine,

Please see the attached Joint Budget Transfer Request Form for grant project G-STPOLDSH.

Can you please send me an email approving the transfer of District 2 CIP funds as grant match to upgrade detection equipment.

Let me know if there's anything else you need from me.

Thanks!

Kelsi Tippery, MS

Office of Grants Management

City of Mobile

Mobile Government Plaza, South Tower, Ste 465

205 Government Street, Mobile, AL 36644

Phone: (251) 208-7870

Email: kelsi.tippery@cityofmobile.org

JOINT BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM OFFICE OF GRANTS MANAGEMENT DEPT. 2590

DATE OF REQUEST: 3/12/2025

JOINT BUDGET TRANSFER: ☑ (from one fund to another)

DISTRICT#: 2

REQUEST: Please transfer $ 125,000.00

FROM CAPITAL PROJECT#: SDT08

CAPITAL PROJECT NAME: CIP SIGNAL DETECTION CITYWIDE

DEPT. PROJECT#:

TO GRANT FUND PROJECT#: G-STPMOLDSH

PROJECT NAME: DETECTION EQUIP UIPGRADES OLD SHELL

ACCT PROJECT STRING#: G-STPOLDSH.MATCHINGGR

Employee signature

Approval signature

Created by B. Rhodes 7/6/2022

PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT

BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF MOBILE
Mobile County

Project No. STPMB-4925( )
CPMS Ref# 100079720 & 100079721

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Mobile, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St. W within the City of Mobile; Project# STPMB-4925( ); CPMS Ref# 100079720 and 100079721.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

A. **Project Funding:** The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to $500,000.00 Federal funds unless the Mobile Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Mobile Area sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY from CITY funds. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of eligible project costs, whichever is less.

B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	$ 52,000.00
City Funds	$ 13,000.00

TOTAL	$ 65,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
STP Funds (Mobile Area Dedicated)	$ 448,000.00
City Funds	$ 112,000.00

TOTAL (Incl CE&I)	$ 560,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the Federal Highway Administration (FHWA) or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in

CFR 23 § 710 Subpart D. Proceeds for Leases and Disposals shall be credited to the Project or to the Title 23 Collector Account.

No change in use or ownership of real property acquired or improved with funds provided under the terms of this Agreement will be permitted without prior written approval from the STATE or FHWA. The STATE or FHWA will be credited on a prorata share, as provided in Part Two, Section B, any revenues received by the CITY from the sale or lease of property.

B. The CITY will relocate any utilities in conflict with the project improvements in accordance with applicable Federal and State laws, regulations, and procedures. Associated Utility costs will not be an eligible cost as part of this Agreement.

C. The CITY will make the Survey, perform the Design, complete the Plans and furnish all Preliminary Engineering for the project with CITY forces or with a consultant approved by the STATE. Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs will be an eligible cost as part of this Agreement.

If any Associated Survey, Design, Plan Preparation, and Preliminary Engineering costs are an eligible cost to the project, the CITY will develop and submit to the STATE a project budget for approval. This budget will be in such form and detail as may be required by the STATE. At a minimum, all major work activities will be described, and an estimated cost and source of funds will be indicated for each activity. A signature line will be provided for approval by the Region Engineer and date of such approval. All cost for which the CITY seeks reimbursement must be included in a budget approved by the STATE in order to be considered for reimbursement. Budget adjustments may be necessary and may be allowed, subject to the approval of the STATE in writing, in order to successfully carry out the project. However, under no circumstances will the CITY be reimbursed for expenditures over and beyond the amount approved by the STATE.

The CITY will undertake the project in accordance with this Agreement, plans approved by the STATE and the requirements, and provisions, including the documents relating thereto, developed by the CITY and approved by the STATE. The plans, including the documents relating thereto, is of record in the Alabama Department of Transportation and is hereby incorporated in and made a part of this Agreement by reference. It is understood by the CITY that failure of the CITY to carry out the project in accordance with this Agreement and approved plans, including documents related thereto, may result in the loss of federal funding and the refund of any federal funds previously received on the project.

Projects containing Industrial Access funds or State funds, with no Federal funds involved, shall have completed original plans furnished to the STATE in accordance with the Guidelines for Operations for ***Procedures for Processing State and Industrial Access Funded County and City Projects***, and attached hereto as a part of this Agreement prior to the CITY letting the contract.

D. The CITY will furnish all construction engineering for the project with CITY forces or with a consultant approved by the STATE as part of the cost of the project. Construction Engineering & Inspection cost are not to exceed 15%, without prior approval by the State. Associated Construction Engineering & Inspection costs will be an eligible cost as part of this Agreement.

E. The STATE will furnish the necessary inspection and testing of materials when needed as part of the cost of the project. The CITY may request the use of an approved third-party materials inspection and testing provider, as approved by the STATE.

PART FOUR (4): CONTRACT PROVISIONS

A. The CITY shall not proceed with any project work covered under the provisions of this Agreement until the STATE issues written authorization to the CITY to proceed.

B. Associated Construction cost will be an eligible cost as part of this Agreement.

For projects let to contract by the STATE, the STATE will be responsible for advertisement and receipt of bids, and the award of the Contract. Following the receipt of bids and prior to the award of the Contract, the STATE will invoice the CITY for its pro rata share of the estimated cost as reflected by the bid of the successful bidder plus Engineering & Inspection and Indirect Costs (if applicable). The CITY shall pay this amount to the STATE no later than 30 days after the date bids are opened. Failure to do so may lead to the rejection of the bid.

For projects let to contract by the CITY, the CITY shall comply with all Federal and State laws, rules, regulations and procedures applicable to the advertisement, receipt of bids, and the award of the contract. The CITY will, when authorized by the STATE, solicit bids and make awards for construction and/or services pursuant to this agreement. The CITY shall not solicit bids until the entire bid package (plans, specifications, estimates, etc.) has been reviewed and approved by the STATE. Following receipt of bids, the CITY will provide all bids to the STATE with a recommendation for award. The CITY shall not award the contract until it has received written approval from the STATE.

For projects with approval by the STATE to use CITY Forces, the Construction for the project will be performed by the CITY at actual costs for labor, materials, and equipment, as approved by the STATE.

The purchase of project equipment and/or services financed in whole or in part pursuant to this Agreement will be in accordance with applicable Federal and State laws, rules, regulations, and procedures, including state competitive bidding requirements applicable to counties and municipalities in the State of Alabama when the purchase is made by any such entity.

C. If necessary, the CITY will file an Alabama Department of Environmental Management (ADEM) National Pollutant Discharge Elimination System (NPDES) Notice of Registration (NOR) (Code Chapter 335-6-12) for this project without cost to the State or this project. The CITY will be the permittee of record with ADEM for the permit. The CITY and the contractor will be responsible for compliance with the permit and the State will have no obligation regarding the permit. The CITY will furnish the State (Region) a copy of the permit prior to any work being performed by the contractor.

   The CITY will secure all permits and licenses of every nature and description applicable to the project in any manner and will conform to and comply with the requirements of any such permit or license, and with each and every requirement of any and all agencies, and of any and all lawful authorities having jurisdiction or requirements applicable to the project or to the project activities.

D. The CITY will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, Latest Edition, on this project and will ensure that work associated on this project meets the standards of the Alabama Department of Transportation and the project will be built in accordance with the approved plans.

E. Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITY shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorneys' fees arising out of, connected with, resulting from or related to the work performed by the CITY, or its officers, employees, contracts, agents or assigns (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITY pursuant to the terms of this Agreement, or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorneys' fees , caused by the negligent, careless or unskillful acts of the CITY its agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITY, its agents, servants, representatives or employees, or anyone for whose acts the CITY may be liable.

F. The CITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the CITY, its agents, servants, employees or facilities.

G. Upon completion and acceptance of this project by the State, the CITY will assume full ownership and responsibility for the project work and maintain the project in accordance with applicable State law and comply with the Department's Local Road Maintenance Certification Policy.

PART FIVE (5): ACCOUNTING PROVISIONS

A. The CITY will, when appropriate, submit reimbursement invoices to the STATE for work performed in carrying out the terms of this Agreement. Requests for reimbursement will be made on forms provided by the STATE and will be submitted through the Region Engineer for payment. The CITY may invoice the STATE not more often than once per month for the funds due for work performed under this Agreement. Invoices for payment will be submitted in accordance with state law and will indicate that the payment is due, true, correct, unpaid, and the invoice will be notarized. Invoices for any work performed under the terms of this agreement will be submitted within twelve (12) months after the completion and acceptance by the STATE for the work. Any invoices submitted after this twelve-month period will not be eligible for payment.

B. The CITY will not assign any portion of the work to be performed under this Agreement or execute any contract, amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this Agreement, without the prior written approval of the STATE.

C. The CITY will establish and maintain a cost accounting system that must be adequate and acceptable to the STATE as determined by the auditor of the STATE.

All charges to the Project will be supported by properly executed invoices, contracts, or vouchers, as applicable, evidencing in proper detail the nature and propriety of the charges, in accordance with the requirements of the STATE. All checks, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to the project will be clearly identified, readily accessible and to the maximum extent feasible, kept separate and apart from all other such documents.

The CITY will report to the STATE the progress of the project in such manner as the STATE may require. The CITY will also provide the STATE any information requested by the STATE regarding the project. The CITY will submit to the STATE financial statements, data, records, contracts and other documents and items of any respect related to the project as may be requested by the STATE.

The CITY will permit the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, to inspect, at any time, vehicles and equipment utilized or used in performance of the project; any and all data and records which in any way relate to the project or to the accomplishment of the project. The CITY will also permit the above noted persons to audit the books, records and accounts pertaining to the project at any and all times, and the CITY will give its full cooperation to those persons or their authorized representatives, as applicable.

The CITY will comply with all audit requirements set forth in the 2 CFR Part 200 requirements, or the most current version of those requirements under federal law.

D. The CITY will retain all books, records, and other documents relative to this Agreement for a minimum of three (3) years after project termination, expiration of Federal interest, or close out, and the STATE, the Comptroller General of the United States, and the Secretary of the USDOT, or either of them or their respective authorized representatives, will have full access to, and right to examine any of said materials at all reasonable times during said period.

E. Any user fee or charge to the public for access to any property or services provided through the funds made available under this agreement, if not prohibited by a Federal, State or local law, must be applied for the maintenance and long-term upkeep of the project authorized by this agreement.

F. An audit report must be filed with the Department of Examiners of Public Accounts, upon receipt by the CITY, for any audit performed on this project in accordance with Act No. 94-414.

PART SIX (6): MISCELLANEOUS PROVISIONS

A. By entering into this agreement, the CITY is not an agent of the STATE, its officers, employees, agents or assigns. The CITY is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

B. It is agreed that the terms and commitments contained in this agreement shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment 26. It is further agreed that if any provision of this agreement shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this agreement, be enacted, then the conflicting provision in this agreement shall be deemed null and void.

C. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

D. No member, officer, or employee of the CITY during their tenure of employment, and for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds, profits, or benefits therefrom.

E. The terms of this Agreement may be modified by revision of this Agreement duly executed by the parties hereto.

F. This agreement may be terminated by either party upon the delivery of a thirty (30) day notice of termination.

G. Nothing shall be construed under the terms of this Agreement that shall cause any conflict with Section 23-1-63, Code of Alabama, 1975.

H. **Exhibits A, E, H, M, and N** are hereby attached to and made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by those officers, officials and persons duly authorized to execute same, and the Agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

City of Mobile, Alabama

By: _____ **By: _____**

City Clerk (Signature) **As Mayor (Signature)**

_____ **_____**

Type Name of Clerk **Type Name of Mayor**

(AFFIX SEAL)

This contract has been legally reviewed and approved as to form.

By: _____

Legal Counsel for

Alabama Department of Transportation

RECOMMENDED FOR APPROVAL:

_____ **_____**

Matthew J. Ericksen, P.E. **Bradley B. Lindsey, P.E.**

Southwest Region Engineer **State Local Transportation Engineer**

_____

Edward N. Austin, P. E.

Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH

THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____

John R. Cooper, Transportation Director

THE WITHIN AND FOREGOING AGREEMENT IS HEREBY EXECUTED AND SIGNED BY THE GOVERNOR ON THIS _____DAY OF _____, 20_____.

_____

KAY IVEY

GOVERNOR, STATE OF ALABAMA

RESOLUTION NUMBER_____

BE IT RESOLVED, by the City of Mobile as follows:

That the City enter into an agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to a project for:

Detection equipment upgrades at signalized intersections on Old Shell Rd. from Ann St. to Parkway St. W within the City of Mobile; Project# STPMB-4925( ); CPMS Ref# 100079720 and 100079721.

Which agreement is before this Council, and that the agreement be executed in the name of the City, by the Mayor for and on its behalf and that it be attested by the City Clerk and the official seal of the City be affixed thereto.

BE IT FURTHER RESOLVED, that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City.

I, the undersigned qualified and acting Clerk of the City of Mobile, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City named therein, at a regular meeting of such Council held on the _____day of _____, 20____ , and that such resolution is on file in the City Clerk's Office.

ATTESTED:

_____ _____

City Clerk Mayor

_____day of _____, 20_____, and that such resolution is of record in the Minute Book of the City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this_____day of _____, 20_____ .

_____

City Clerk

(AFFIX SEAL)

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES IN FEDERAL-AID PROGRAM

Policy. It is the policy of the U.S. Department of Transportation that Disadvantaged Business Enterprises (DBE) as defined in 49 CFR Part 26 shall have the opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this AGREEMENT. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

DBE Obligation. The recipient of funds under the terms of this AGREEMENT agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. The recipient shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to see that Disadvantaged Business Enterprises have the opportunity to compete for and perform contracts and shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of U.S. Department of Transportation assisted contracts.

Failure of the recipient of funds under the terms of this AGREEMENT, or failure of its subcontractor (if a subcontractor is authorized) to carry out the DBE requirements of this AGREEMENT shall constitute a breach of contract, and may result in termination of the contract by the STATE, or such other remedy may be undertaken by the STATE as it deems appropriate.

EXHIBIT E

TERMINATION OR ABANDONMENT

a. The STATE has the right to abandon the work or to amend its project at any time, and such action on its part shall in no event be deemed a breach of contract.

b. The STATE has the right to terminate this AGREEMENT at its sole discretion without cause and make settlement with the CITY upon an equitable basis. The value of the work performed by the CITY prior to the termination of this AGREEMENT shall be determined. In determining the value of the work performed, the STATE shall consider the following:

1. The ratio of the amount of work performed by the CITY prior to the termination of the AGREEMENT to the total amount of work contemplated by this AGREEMENT less any payments previously made.

2. The amount of the expense to which the CITY is put in performing the work to be terminated in proportion to the amount of expense to which the CITY would have been put had he been allowed to complete the total work contemplated by the AGREEMENT, less any payments previously made. In determining the value of the work performed by the CITY prior to the termination, no consideration will be given to profit, which the CITY might have made on the uncompleted portion of the work. If the termination is brought about as a result of unsatisfactory performance on the part of the CITY, the value of the work performed by the CITY prior to termination shall be fixed solely on the ratio of the amount of such work to the total amount of work contemplated by this AGREEMENT.

CONTROVERSY

In any controversy concerning contract terms, or on a question of fact in connection with the work covered by this project, including compensation for such work, the decision of the Transportation Director regarding the matter in issue or dispute shall be final and conclusive of all parties.

CONTRACT BINDING ON SUCCESSORS AND ASSIGNS

a. This contract shall be binding upon the successors and assigns of the respective parties hereto.

b. Should the AGREEMENT be terminated due to default by CITY, such termination shall be in accordance with applicable Federal Acquisition Regulations.

EQUAL RIGHTS PROVISIONS

During the performance of this contract, the CITY for itself, its assignees and successors in interest agrees as follows:

a. **Compliance with Regulations**

The CITY will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally-assigned programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, as amended by 23 CFR 710-405(b), hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.)*, (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.)*, as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.)*, (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

b. **Nondiscrimination**

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the CITY agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. The CITY will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices where the contract covers a program set forth in Appendix B of the Regulations.

The CITY will comply with all provisions of Executive Order 11246 of September 24, 1965 as amended by Executive Order 11375, and of the rules, regulations (41 CFR, Part 60) and relevant orders of the Secretary of Labor.

c. **Solicitations**

In all solicitations either by competitive bidding or negotiation made by the CITY for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor, supplier or lessor shall be notified by the CITY of the CITY'S obligation under this contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex or national origin.

d. **Information and Reports**

The CITY will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books,

records, accounts, other sources of information and its facilities as may be determined by the STATE or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CITY is in the exclusive possession of another who fails or refuses to furnish this information, the CITY shall so certify to the STATE, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

e. **Sanctions for Noncompliance**

In the event of the CITY'S noncompliance with the nondiscrimination provisions provided for herein, the STATE shall impose such contract sanctions as it may determine to be appropriate, including but not limited to,

1. withholding of payments to the CITY under contract until the CITY complies, and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

f. **Incorporation of Provisions**

The CITY will include the foregoing provisions a. through f. in every subcontract, including procurements of materials and leases of equipment, unless excepted by the Regulations, orders or instructions issued pursuant thereto. The CITY will take such action with respect to any subcontract, procurement, or lease as the STATE may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CITY becomes involved in, or is threatened with, litigation with subcontractors, suppliers, or lessor as a result of such direction, the CITY may request the STATE to enter into such litigation to protect the interest of the STATE.

g. **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

1. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit laws at 49 U.S.C. § 5332, the CITY agrees to comply with all applicable equal employment requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project.

The CITY agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the CITY agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CITY agrees to comply with any implementing requirements FTA may issue.

3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CITY agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

COST PRINCIPLES

The STATE'S cost principles for use in determining the allowability of any item of cost, both direct and indirect, in this AGREEMENT, shall be the applicable provisions of Volume I, Federal Acquisition Regulations, Parts 30 and 31. The CITY shall maintain costs and supporting documentation in accordance with the Federal Acquisition Regulations, Parts 30 and 31 and other Regulations referenced with these Parts where applicable. The CITY shall gain an understanding of these documents and regulations. The applicable provisions of the above referenced regulations documents are hereby incorporated by reference herein as if fully set forth.

EXECUTORY CLAUSE AND NON-MERIT SYSTEM STATUS

a. The CITY specifically agrees that this AGREEMENT shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by the STATE beyond the moneys available for this purpose.

b. The CITY, in accordance with the status of CITY as an independent contractor, covenants and agrees that the conduct of CITY will be consistent with such status, that CITY will neither hold CITY out as, or claim to be, an officer or employee of the STATE by reason hereof, and that CITY will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the STATE under the merit system or any other law of Alabama, including but not limited to workmen's compensation coverage, or retirement membership or credit or any Federal employment law. This paragraph also applies in like manner to the employees of CITY.

CITYS' CERTIFICATIONS

The CITY by acceptance of this contract certifies that the rates or composition of cost noted in Article IV - PAYMENTS are based on the current actual hourly rates paid to employees, estimated non- salary direct cost based on historical prices, the latest available audited indirect cost rate, and estimated cost of reimbursements to employees for travel (mileage, per diem, and meal allowance) based on the current policy of the CITY. The CITY agrees that mileage reimbursements for use of company vehicles is based on the lesser of the approved rate allowed by the General Services Administration of the United States Government or the reimbursement policies of the CITY at the time of execution of the AGREEMENT. The CITY agrees that no mileage reimbursement will be allowed for the purpose of commuting to and from work or for personal use of a vehicle. The CITY agrees that the per diem rate will be limited to the rate allowed by the STATE at the time of execution of the AGREEMENT. The CITY agrees that a meal allowance shall be limited to CITY employees while in travel status only and only when used in lieu of a per diem rate.

The CITY shall submit detailed certified labor rates as requested, and in a timely manner, to the External Audits Section of the Finance and Audits Bureau of The Alabama Department of Transportation. The CITY agrees that material differences between rates submitted with a proposal and rates provided as certified for the same proposal are subject to adjustment and reimbursement.

EXHIBIT M

CERTIFICATION FOR FEDERAL-AID CONTRACTS: LOBBYING

This certification is applicable to the instrument to which it is attached whether attached directly or indirectly with other attachments to such instrument.

The prospective participant/recipient, by causing the signing of and the submission of this Federal contract, grant, loan, cooperative AGREEMENT, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, and the person signing same for and on behalf of the prospective participant/recipient each respectively certify that to the best of the knowledge and belief of the prospective participant or recipient and of the person signing for and on behalf of the prospective participant/recipient, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the prospective participant/recipient or the person signing on behalf of the prospective participant/recipient as mentioned above, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, or other instrument as might be applicable under Section 1352, Title 31, U. S. Code, the prospective participant/recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant/recipient also agrees by submitting this Federal contract, grant, loan, cooperative agreement or other instrument as might be applicable under Section 1352, Title 31, U.S. Code, that the prospective participant/recipient shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

EXHIBIT N

FUNDS SHALL NOT BE CONSTITUTED AS A DEBT

It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this AGREEMENT shall contravene any statute or Constitutional provision of amendment, either now in effect or which may, during the course of this AGREEMENT, be enacted, then the conflicting provision in the AGREEMENT shall be deemed null and void.

When considering settlement of controversies arising from or related to the work covered by this AGREEMENT, the parties may agree to use appropriate forms of non-binding alternative dispute resolution.

TERMINATION DUE TO INSUFFICIENT FUNDS

a. If the agreement term is to exceed more than one fiscal year, then said agreement is subject to termination in the event that funds should not be appropriated for the continued payment of the agreement in subsequent fiscal years.

b. In the event of proration of the fund from which payment under this AGREEMENT is to be made, agreement will be subject to termination.

NO GOVERNMENT OBLIGATION TO THIRD PARTY CONTRACTORS

The STATE and CITY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations of or liabilities to the STATE, CITY, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The CITY agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided to FHWA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

STATE OF ALABAMA
DEPARTMENT OF TRANSPORTATION
GUIDELINES FOR OPERATION

SUBJECT: PROCEDURES FOR PROCESSING STATE AND INDUSTRIAL ACCESS FUNDED COUNTY AND CITY PROJECTS

No work can be performed and no contracts can be let prior to having a fully executed project agreement, submittal of project plans to Region and notification from the Region that advertisement for bids can be made, or, in the case of force account projects, work can begin.

A project agreement will be prepared and furnished to the County/City upon receipt of grant award letter signed by the Director or Governor. The Region will prepare and submit a F-7A Budget Allotment request upon receipt of a project funding agreement at the time it is submitted to the County/City for their execution.

The County/City will submit plans prepared and signed by a registered professional engineer showing work to be performed. Plans must match the project agreement description. It is not necessary for the Region to perform an in-depth review of plans. The County/City will submit a certification signed by a Registered Professional Engineer stating that the plans have been prepared so that all items included in the plans meet ALDOT specifications. The County/City will include a letter certifying that the County/City owns all right-of-way on which the project is to be constructed.

Upon receipt of the executed agreement, the executed F-7A, final plans from the County/City, and right-of-way certification, the Region may notify the County/City to proceed with advertising the project for letting or proceed with work in the case of a force account project.

In the case where a County/City is using an inplace annual bid, the County/City will furnish the Region a copy of their bid and this bid price will be used for reimbursement.

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Rev. 10/2017

Where the County/City is letting a contract locally, the County/City will furnish to the Region the three lowest bids with their recommendation for award. The Region will review the bids, and, if in order, advise the County/City to proceed with award of the contract to the lowest responsible bidder. The County's/City's estimate for reimbursement will be based on the bid prices concurred in by the State and supported with documentation that the contractor has been paid for work performed (copy of cancelled check).

A certification will be submitted with County/City final estimate stating that the project was constructed in accordance with final plans submitted to the State and with the specifications, supplemental specifications, and special provisions which were shown on the plans or with the State's latest specifications which were applicable at the time of plan approval.

The County/City will notify the Region when the project is complete and the Region will perform a final ride-through to determine whether the project was completed in substantial compliance with original final plans. Final acceptance will be made by the Region with a copy of the letter furnished to the Bureau of Local Transportation.

All required test reports, weight tickets, material receipts and other project documentation required by the specifications, applicable supplemental specifications, and special provisions will be retained by the County/City for a period of three (3) years following receipt of final payment and made available for audit by the State upon request. If an audit is performed and proper documentation is not available to verify quantities and compliance with specifications, the County/City will refund the project cost to the State or do whatever is necessary to correct the project at their cost.

All County/City Industrial Access or State funded projects let to contract by the State will follow normal project procedures and comply with all current plan processing requirements.

RECOMMENDED FOR APPROVAL: _____

BUREAU CHIEF/REGION ENGINEER

APPROVAL: _____

CHIEF ENGINEER

APPROVAL: _____ NOVEMBER 1, 2017

TRANSPORTATION DIRECTOR **DATE**

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Rev. 10/2017

CAPITAL CONTRACT SUMMARY SHEET

Contract# 5312

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
John Forrester, City Engineer

Sponsored by:
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:
Approve contract with PL Russell, LLC for retaining wall improvements.

Amount of Contract:
$349,515.49

Funding Source
C0965

ATTACHMENTS:
1. 2024-3005-16 Spring Hill Court Retaining Wall Improvements (PL Russell, LLC) contract
2. revised dates for Springhill Court Retainage Wall Improvements Contract 3.20.2025

REVIEWERS:
Lana Gauthier
Lana Gauthier

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: Spring Hill Court Retaining Wall Improvements (D7);
COM Project# 2024-3005-16

PROJECT #: C0965 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Concrete retaining wall, concrete sidewalk, property restoration and concrete paving.

CONTRACT AMOUNT: $349,515.49

VENDOR NAME: P.L. Russell, LLC.

VENDOR NUMBER: 299374

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y X__ N___; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.**

Prepared by: Jessica White **Date** 3/13/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION AWARDING BID

Sponsored by: Mayor William S. Stimpson
Councilmember Gina Gregory

WHEREAS, bids for retaining wall improvements for district 7 were received and opened on February 5, 2025.

WHEREAS, the City Engineer has recommended award to the lowest bid meeting specifications from P.L. Russell, LLC., contract in the amount of $349,515.49.

WHEREAS, the City Council finds that the lowest responsible bid was submitted by P.L. Russell, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract with the company listed below for work as outlined in the contract attached hereto and made a part hereof as through set forth in full. A copy of said contract is on file in the office of the City Clerk:

Name of Company: P.L. Russell, LLC

Project Name: Spring Hill Court Retaining Wall Improvements (D7)

Project Number: 2024-3005-16

Amount: $349,515.49

Adopted:

_____

City Clerk

MOBILE
ALABAMA

SPRING HILL COURT RETAINING WALL IMPROVEMENTS

PROJECT NO. 2024-3005-16

BID DATE – FEBRUARY 5, 2025

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ITEM I

ADVERTISEMENT FOR BIDS

Notice to Contractors:

Sealed proposals will be received by the City Clerk of the City of Mobile, Alabama, 205 Government Street, 9th Floor, South Tower, until 2:30 p.m. local time, Wednesday, February 5, 2025 and then publicly opened and read in the Atrium, 1st Floor, for constructing:

Project No:	2024-3005-16
Project:	SPRING HILL COURT RETAINIING WALL IMPROVEMENTS
Project Description:	CONCRETE RETAINING WALL, CONCRETE SIDEWALK, PROPERTY RESTORATION AND CONCRETE PAVING

Plans and contract documents may be inspected and obtained from the office of McCrory & Williams, Inc., 3207 International Drive, Suite G, Mobile, Alabama 36606, upon payment of seventy-five dollars ($75.00). This deposit shall be refunded in full to each prime Contractor Bidder upon return of the documents in reusable condition within ten (10) days after Bid Opening. The cost of and return of additional sets of specifications shall be in accordance with Act 97-225, Public Works Contracts.

No Bid Packages will be issued to Contractors later than twenty-four (24) hours after the Pre-Bid Conference. No questions, whether orally or written, will be addressed after 12:00 p.m. on Monday, February 3, 2025.

A Mandatory Pre-Bid Conference will be held in the City Engineering Department, 3rd Floor, South Tower, Room 357, Mobile Government Plaza, 205 Government Street, Mobile, Alabama, on Wednesday, January 29, 2025 at 10:00 A.M. Significant items related to the proposed construction will be explained. Representative must be a principal or current employee of the contracting company at the time of the Pre-Bid Conference. *Any contractor not represented at the Pre-Bid Conference will be disqualified from bidding on the project. A single individual cannot represent more than one contracting company.*

No bid will be received and considered unless made out on the blank form or Proposal attached, and unless all papers attached hereto are returned with the complete bid package and the Proposal sheet attached.

This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 11-2A-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; and applicable requirements of the Alabama Department of Revenue (ADOR).

Each bid shall be accompanied by a check or bid bond for the sum of five percent (5%) of the amount bid (maximum amount of bond $10,000), made payable to the CITY, and certified by a reputable banking institution. These monies shall serve as assurance that within ten (10) days of

notice of contract award contemplated in the Proposal, the successful bidder will enter into such contract and file a bond for the execution of same.

The performance bond required will be for the amount bid, and labor and material bond shall be one hundred percent (100%) of the amount of contract, and shall be made by a Surety Company acceptable to the City of Mobile and upon the forms of bonds appended hereto.

In default of the entering into of such contract and the execution of such bond, the certified check required to accompany such bid shall be forfeited to the City of Mobile, Alabama. These fees shall not be a penalty but damages for delays, or for the additional cost or expenses that the CITY may incur by reason of such default.

In addition, the Contractor must furnish to the City at the time of the signing of the Contract a certificate of insurance coverage as provided in the specification which will include comprehensive insurance, Contractor's Automobile Liability Insurance, Owner's Protective Liability Insurance, or a Comprehensive General and Public Liability policy naming the City of Mobile, its agents and employees as additionally insured, and where applicable, subcontractor's Public Liability and Property Damage Insurance. The right is reserved to reject any and/or all bids and to waive informalities and to furnish any item of material or work to change the amount of said Contract.

Liquidated damages for non-completion of the work within the time limit agreed upon will be assessed according to Section 108.11 of Alabama Department of Transportation Standard Specifications for Highway Construction 2018 Edition.

Bidders must be licensed Contractors in the State of Alabama pursuant to Sections 34-8-1 through 34-8-27 of the Code of Alabama of 1975 as amended, and shall indicate State License Number on outside of bid envelope. **Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) Major Classification or a Highways & Streets (HS) Major Classification per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.** The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference.

The awarding of a contract will require the Contractor to pay the prevailing wage rates for this district that are applicable to the trades engaged in this project.

The City of Mobile reserves the right to reject any and all bids and waive informalities in the bidding.

Bids must be sealed and have the project name and number marked on the outside of the envelope. The envelope containing bids must be addressed as follows, and delivered to Ms. Lisa Lambert, City Clerk; City of Mobile, P. O. Box 1827, Mobile, Alabama 36633; "Bid for Completion of SPRING HILL COURT RETAINING WALL IMPROVEMENTS, City of Mobile Project No. 2024-3005-16, in the City of Mobile, Alabama".

ITEM II

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BIDS:

Forms furnished, or copies thereof shall be used, and strict compliance with the requirements of the advertisement, these instructions, and the instructions printed on the forms is necessary. Special care shall be exercised in the preparation of Bids. Bidders must make their own estimates of the facilities and difficulties attending the performance of the proposed Contract, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper spaces in the Bid and guaranty forms shall be suitably filled. A City of Mobile Subcontracting Plan must be submitted with the bid documents.

2. LABOR AND MATERIALS NOT TO BE FURNISHED BY CITY OF MOBILE, ALABAMA:

The City of Mobile, Alabama will not furnish any labor, materials or supplies unless specifically provided in the Contract.

3. SIGNATURE OF BIDDERS:

Each Bid must give the full business address of the Bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by Corporations must be signed with the legal name of the corporation, followed by the name of State of Incorporation and by the signature of the president, secretary or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A Bid by a person who affixes to his signature the word "President", "Secretary", "Agent", or other designation without disclosing his principal may be held responsible for the Bid. When requested by the City of Mobile, Alabama satisfactory evidence of the authority of the office signing on behalf of the corporation shall be furnished.

4. SPECIFICATIONS AND SCHEDULES:

The specifications, conditions, schedules and drawings that form the basis of any Bid will be considered as a part thereof and will form a part of the Contract. Copies of these papers, together with a copy of the standard Contract form, including authorized additions, or deletions, if any, will be furnished to or made available for the inspections of Bidders by the office indicated in the advertisement of invitation. The current specifications to be used for this project will be the **Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition**, subject to any amendments set forth in the Special Provisions or the Supplemental Specifications.

5. CORRECTIONS:

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder.

6. OWNER:
Where the word "Owner" appears herein, the same refers to the City of Mobile, Alabama, and includes the Mayor acting through the City Council, its governing body.

7. GUARANTY AND INSURANCE:
Security is required to ensure the execution of the Contract and bond for performance of the services; no Bid will be considered unless it is so guaranteed. The Bidder must furnish with his Bid, a guaranty bond or certified check in the amount of five percent (5%) (maximum amount of bond $10,000) of his Bid price payable to the City of Mobile, Alabama. Upon default of the Contract and the execution of such bond within ten (10) consecutive working days of written notice of award of the Contract, the Certified Check or Bid Bond required to accompany such Bid shall be forfeited to the City of Mobile, Alabama, not as a penalty but as liquidated damages for delays, or any additional cost or expenses which may be incurred by the CITY by reason of such default.

8. BONDS AND INSURANCE:
The bonds and insurance policies of any surety company or insurance company respectively, authorized to do business in the State of Alabama, will be accepted as security and insurance as required for any Bid or Contract. See the instructions hereinafter contained and the applicable standard forms with respect to the type, form, and the amounts of required bonds and insurance policies.

9. MARKING AND MAILING BIDS:
Bids, with their guaranty, must be securely sealed in suitable envelopes, addressed and marked on the outside "Bid for completion of SPRING HILL COURT RETAINING WALL IMPROVEMENTS, City of Mobile Project No. 2024-3005-16, in the City of Mobile, Alabama".

10. TIME FOR RECEIVING BIDS:
Bids received prior to the time of opening will be securely stored, unopened. The Owner will decide when the specified time has arrived; no Bid will be considered if received thereafter. When a Bid arrives by mail after time for opening, but before award is made, and it is shown to the Owner's satisfaction that the late arrival was due solely to mail delays, beyond the Bidder's responsibility, the Bid will be received and considered. Non-responsibility will be attached to the City of Mobile for the premature opening of a Bid not properly addressed and identified. Unless specifically authorized, telegraphic Bids will not be considered; however, modifications to previously submitted Bids will be considered if received prior to the hour set for opening.

11. WITHDRAWAL OF BIDS:
Bids may be withdrawn by written or telegraphic requests received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the Bid confers no right for the withdrawal of Bid after it has been opened.

12. BIDDERS PRESENT:
At the time fixed for opening Bids, Bid contents will be made public for the information of Bidders and others properly interested, who may be present either in person or by representation.

13. AWARD OR REJECTION OF BIDS:

The Contract will be awarded to the lowest responsible Bidder, complying with the conditions of the Invitation for Bids, provided his Bid is reasonable and in the best interest of the Owner for acceptance. The Bidder to whom the award is made will be notified at the earliest possible date. The Owner, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in the best interest of the Owner. The Owner also reserves the right to reject the Bidder who has previously failed to perform properly or complete projects on time; to complete Contracts of a similar nature; or a Bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

14. PRE-QUALIFICATION OF BIDDERS:

The bidder must not be disqualified from bidding on ALDOT projects at the time of the Pre-Bid Conference. Any contractor that desires to bid as a prime contractor must possess a Municipal & Utility (MU) **Major Classification** or a Highways & Streets (HS) **Major Classification** per Section 230-X-.27 of the State of Alabama Licensing Board for General Contractors Administrative Code.

15. ISSUANCE OF PROPOSAL FORMS:

The Owner reserves the right to refuse to issue a proposal form to a prospective bidder, should such bidder be in default for any of the following reasons:

- **a.** Failure to comply with any pre-qualification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- **b.** Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the owner) at the time the owner issues the proposal to the prospective bidder.
- **c.** Contractor default under previous contracts with the owner.
- **d.** Unsatisfactory work of any nature, or failure to meet schedule on previous contracts with the Owner.
- **e.** Uncompleted work or work behind schedule, which, in the opinion of the owner, might hinder or prevent prompt completion of this work.
- **f.** Lack of competent workmen and equipment to perform at least 50% of the required work with contractor's own forces and equipment.

16. BIDDERS INTERESTED IN MORE THAN ONE BID:

If more than one Bid is offered by any one party, by, or in the name of his clerk, partner, a corporation in which he has a substantial interest, in which he is an officer, or other person, all such Bids may be rejected. A party who has quoted prices on materials to a Bidder is not disqualified from quoting prices to other Bidders or from submitting a Bid directly for the materials or work. The City of Mobile reserves the right to determine, in its discretion, whether any Bidder has violated the provisions of this clause.

17. ERRORS IN BID:

Bidders or their authorized agents are expected to examine the maps, drawings, specifications and all other documents pertaining to the work, which will be open to their inspection. Failure to do so will be at the Bidder's own risk; the Bidder cannot secure relief on the plea of error in the Bid. In case of error in the extenuation of prices, the unit price will govern.

Should any Bidder observe any ambiguity, discrepancy, omission, or error in the Drawings or any Contract Document, or be in doubt as to the intention and meaning thereof, he should at once report such to the Engineer and request clarification, in writing, with a copy of his request to the City.

Clarification will be made only by written Addenda sent to all prospective bidders. Neither the Engineer nor the City Engineer will be responsible, in any manner, for verbal instructions made prior to the award of the Contract.

Should conflict occur in or between Drawings and Specifications, a Bidder will be deemed to have estimated on the more expensive way of doing the work involved; unless, prior to submission of the proposal, the bidder requested and obtained the Engineer's written decision indicating the preferred method, materials, or equipment.

18. CONTRACT AND BOND:

The Bidder to whom award is made, must, when requested, enter into Contract on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, within ten (10) working days after the required forms are presented to him for signature.

19. COLLUSION:

If there is any reason for believing that collusion exists among the Bidders, any or all Proposals may be rejected, and those participating in such collusion may be barred from submitting Bids on the same or other work with the City.

20. SUBLETTING OR ASSIGNING OF CONTRACT:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the Contract, his right, title or interest therein, or his power to execute such Contract, to any person, firm, or corporation without written consent of the City; such consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision, and reported on his payroll, all Contract work of a value not less than fifty percent (50%) of the total Contract amount. Any items designated in the Contract as "Specialty Items", so performed by Subcontract may be deducted from the total Contract amount before computing the amount of work required to be performed by the Contractor with his own organization.

(b) Subcontractor's Status: A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor. The Contractor will be responsible to the City for the entire Subcontractor's work, including failures or omissions. The City Engineer may require a Subcontractor's removal, as in the case of a Contractor's employee.

21. PROSECUTION OF WORK:

(a) Notice of Intent: The Contractor shall give the City Engineer definite notice of his intention to start work at least seventy-two (72) hours in advance of beginning particular features of construction, such as driving piles, placing concrete, etc. Should the Contractor, with the consent of the Engineer, discontinue prosecution of the work, the Contractor shall give the City Engineer at least forty-eight (48) hours notice in writing before resuming operations.

(b) **General:** The Contractor shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the City Engineer. The Contractor shall provide sufficient material, labor, and equipment to insure that the work will be completed in a satisfactory manner within the time specified in the Contract.

Should the Contractor fail to maintain a satisfactory rate of progress, the City Engineer will direct additional forces and equipment to work on the project to ensure the project continues on schedule and maintain satisfactory progress.

Should the Contractor fail to furnish sufficient satisfactory equipment and labor for maintaining the quality and progress of the work, the City Engineer may withhold all pay requests and estimates that are or may become due, until satisfactory quality and progress are maintained or the Contract may be annulled.

ITEM III

PROPOSAL

TO: Honorable Mayor
City of Mobile
Mobile, Alabama

Date _____

The undersigned, as Bidder, hereby declares that he has examined the site of the work and is fully aware of conditions pertaining to the place where the work is to be done. The Bidder also declares that he has carefully examined the Instructions to Bidders, the General Conditions of the Specifications and the drawings, as prepared by McCrory & Williams, as well as the premises

Project No: 2024-3005-16
Project Name: SPRING HILL COURT RETAINING WALL IMPROVEMENTS
Project Description: RETAINING WALL, SIDEWALK, PROPERTY RESTORATION AND CONCRETE PAVING

The Bidder further agrees to construct the improvements in 60 working days.

The Bidder proposes and accepts the Articles of Agreement with the City of Mobile, Mobile, Alabama to furnish all necessary materials, equipment, tools, machinery, and means of transportation, and labor to complete the construction of the project.

All work performed under this contract shall be in accordance with the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications by the Engineering Department for the City of Mobile, or as amended herein.

The quantities for bid items listed on the proposal sheets are estimated quantities. Payment to the Contractor will be made only for the actual quantities of work performed and accepted on materials furnished in accordance with the contract. The scheduled quantities of work to be done and materials to be furnished may each be increased, decreased or omitted as herein provided.

No interpretations of the meaning of the plans, specifications or other bid documents will be made to any bidder orally. Any request for such interpretation should be in writing, addressed to City of Mobile, Engineering Department, P.O. Box 1827, Mobile, Alabama 36633. In order to receive consideration, the request must be received before 12:00 p.m. on Monday, February 3, 2025. Any such interpretation, any supplemental instructions will be mailed or delivered to all prospective bidders.

ADDENDUM #1
Project No. 2024-3005-16
SPRING HILL COURT RETAINING WALL IMPROVEMENTS

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
201-B	1	LS	SELECTIVE CLEARING AND GRUBBING (INCLUDING TREES)	Twenty Eight Thousand Three Hundred Fifty Dollars and Two Cents	$28,350.02	$28,350.02
205-A1	1	LS	REMOVAL OF WOOD SHED	Five Thousand Four Hundred Sixteen Dollars and Seventy Six Cents	$5,416.76	$5,416.76
205-A2	1	LS	REMOVAL OF COVERED SHED	Five Thousand Four Hundred Sixteen Dollars and Seventy Six Cents	$5,416.76	$5,416.76
206-C	67	SY	REMOVING ASPHALT PAVEMENT (INCLUDING SAW CUTTING)	Twenty Five Dollars and Thirty One Cents	$25.31	$1,695.77
206-D1	10	LF	REMOVING CURB AND GUTTER (INCLUDING SAW CUTTING)	Thirty One Dollars and Seventy Six Cents	$31.76	$317.60
206-D2	10	LF	REMOVING CURB (INCLUDING SAW CUTTING)	Thirty One Dollars and Seventy Six Cents	$31.76	$317.60
206-D3	185	SY	REMOVING CONCRETE PAVEMENT (INCLUDING DRIVEWAYS AND SAW CUTTING)	Twenty One Dollars and Ten Cents	$21.10	$3,903.50
206-D4	165	LF	REMOVING EXISTING FENCE	Twelve Dollars and Sixty Six Cents	$12.66	$2,088.90
206-D5	20	LF	REMOVING EXISTING FRENCH DRAIN PIPE	Thirty One Dollars and Sixty Four Cents	$31.64	$632.80
206-E	1	LS	REMOVING EXISTING STONE RETAINING WALL	Eleven Thousand Two Hundred Fifty Dollars and Ninety Nine Cents	$11,250.99	$11,250.99
210-A	250	CY TBM	UNCLASSIFIED EXCAVATION	Fifty Two Dollars and Twenty One Cents	$52.21	$13,052.50

ADDENDUM #1
Project No. 2024-3005-16
SPRING HILL COURT RETAINING WALL IMPROVEMENTS

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
210-D1	300	CY TBM	BORROW EXCAVATION (A-2-4 SOILS OR BETTER)	Thirty One Dollars and Seventy One Cents	$31.71	$9,513.00
210-D2	100	CY	SAND OR SAND-CLAY BACKFILL	Thirty One Dollars and Seventy One Cents	$31.71	$3,171.00
214-A	52	CY	FOUNDATION BACKFILL, COMMERCIAL (#57 STONE)	Seventy Eight Dollars and No Cents	$78.00	$4,056.00
514-B	80	SF	STONE MASONRY REPAIR WORK WITH NEW OR EXISTING STONE (REPAIR EXISTING WALL ON EAST CORNER OF SPRINGHILL CT)	Fifty Four Dollars and Seventy Seven Cents	$54.77	$4,381.60
529-A	1910	SF	RETAINING WALL #1 (CAST IN PLACE) (INCLUDING STEEL REINFORCEMENT)	Thirty Dollars and Seventy Cents	$30.70	$58,637.00
530-B	30	LF	8" C900 DRAINAGE PIPE	Fifty Four Dollars and Eighty Three Cents	$54.83	$1,644.90
600-A	1	LS	MOBILIZATION	Thirty Eight Thousand Eight Hundred Sixteen Dollars and Forty Five Cents	$38,816.45	$38,816.45
618-A	100	SY	CONCRETE SIDEWALK, 4" THICK	Ninety Two Dollars and Four Cents	$92.04	$9,204.00
618-B	200	SY	CONCRETE DRIVEWAY, 5" THICK (INCLUDES WIRE MESH)	Ninety Six Dollars and Seventy Seven Cents	$96.77	$19,354.00
618-C	30	SF	DETECTABLE WARNING SURFACE (TRUNCATED DOME)	Forty Eight Dollars and Fifty One Cents	$48.51	$1,455.30
618-D	2	SY	CURB RAMP (WHEELCHAIR RAMP)	Two Hundred Seventy Three Dollars and Thirty Three Cents	$273.33	$546.66

ADDENDUM #1
Project No. 2024-3005-16
SPRING HILL COURT RETAINING WALL IMPROVEMENTS

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
620-A	8	CY	MINOR STRUCTURE CONCRETE	Seven Hundred Eighty One Dollars and Thirty Three Cents	$781.33	$6,250.64
623-A	10	LF	CONCRETE GUTTER	Sixty Six Dollars and Ninety Six Cents	$66.96	$669.60
623-B	20	LF	CONCRETE CURB, TYPE N	Forty Seven Dollars and No Cents	$47.00	$940.00
634-A1	150	LF	WOOD PRIVACY FENCE, 6 FEET HIGH (SHADOW BOX TYPE)	Twenty Nine Dollars and Thirty Two Cents	$29.32	$4,398.00
634-A2	55	LF	WOOD PRIVACY FENCE, 4 FEET HIGH (SHADOW BOX TYPE)	Twenty Eight Dollars and Thirty Nine Cents	$28.39	$1,561.45
634-D1	1	EA	WOOD GATE, 6 FEET HIGH (SHADOW BOX TYPE), 10 FEET WIDE, COMPLETE WITH FITTINGS	Seven Hundred Thirty Four Dollars and Sixteen Cents	$734.16	$734.16
634-D2	1	EA	WOOD GATE, 6 FEET HIGH (SHADOW BOX TYPE), 4 FEET WIDE, COMPLETE WITH FITTINGS	Three Hundred Sixty Seven Dollars and Eighteen Cents	$367.18	$367.18
650-A	55	CY	TOPSOIL (4" THICK)	Twenty One Dollars and Two Cents	$21.02	$1,156.10
654-A	475	SY	SOLID SODDING (REPLACE IN KIND)	Ten Dollars and Eighteen Cents	$10.18	$4,835.50
660-C1	10	EA	PLANT, BUTTERFLY WEED (ASCLEPIAS TUBEROSA) (1 GALLON CONTAINER)	Twenty Five Dollars and Forty Five Cents	$25.45	$254.50
660-C2	10	EA	PLANT, ST JOHN'S WORT (HYPERICUM PERFORATUM) (1 GALLON CONTAINER)	Twenty Five Dollars and Forty Five Cents	$25.45	$254.50

ADDENDUM #1
Project No. 2024-3005-16
SPRING HILL COURT RETAINING WALL IMPROVEMENTS

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
660-C3	10	EA	PLANT, ORANGE FRAGRANT TEA OLIVE (OSMANTHUS F. AURANTIACUS) (1 GALLON CONTAINER)	Thirty One Dollars and Eighty Two Cents	$31.82	$318.20
660-C4	10	EA	PLANT, ALPHONSE KARR BAMBOO (BAMBUSA MULTIPLEX) (1 GALLON CONTAINER)	One Hundred Fifty Nine Dollars and Nine Cents	$159.09	$1,590.90
660-D	4	EA	TREES (30 GALLON CONTAINER) (MAGNOLIA STELLATA "ROYAL STAR")	Four Hundred Forty Five Dollars and Forty Five Cents	$445.45	$1,781.80
660-J	10	CY	PLANT MULCH	Thirty One Dollars and Eighty Two Cents	$31.82	$318.20
665-E	800	SY	POLYETHYLENE	No Dollars and Fifty Five Cents	$0.55	$440.00
665-G	75	EA	SAND BAGS	Five Dollars and Seven Cents	$5.07	$380.25
665-J	350	LF	SILT FENCE	Nine Dollars and Eleven Cents	$9.11	$3,188.50
665-O	350	LF	SILT FENCE REMOVAL	Two Dollars and Ninety Four Cents	$2.94	$1,029.00
665-Q	200	LF	WATTLES	Eight Dollars and Eighty Eight Cents	$8.88	$1,776.00
674-A	200	LF	CONSTRUCTION SAFETY FENCE	Seven Dollars and Seventy Cents	$7.70	$1,540.00
703-A	40	SF	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE AW	Nineteen Dollars and Nine Cents	$19.09	$763.60

ADDENDUM #1
Project No. 2024-3005-16
SPRING HILL COURT RETAINING WALL IMPROVEMENTS

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
740-B	80	SF	CONSTRUCTION SIGNS	Seventeen Dollars and Eighty Two Cents	$17.82	$1,425.60
740-E	50	EA	CONES (36 INCHES HIGH)	Twenty Dollars and Thirty Six Cents	$20.36	$1,018.00
740-M	50	EA	BALLAST FOR CONE	No Dollars and One Cent	$0.01	$0.50
741-C	1	EA	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	One Thousand Eighty One Dollars and Eighty Cents	$1,081.80	$1,081.80
745-A	80	HR	UNIFORMED POLICE OFFICER	Eighty Two Dollars and Seventy Three Cents	$82.73	$6,618.40
791-D1	1	EA	WOOD SHED KIT WITH WINDOW AND DOUBLE DOOR (10'x12') (INSTALLED)	Six Thousand Five Hundred Dollars and No Cents	$6,500.00	$6,500.00
791-D2	1	EA	POLE BARN KIT, DOUBLE CARPORT (20'x22') (INSTALLED)	Thirteen Thousand Five Hundred Dollars and No Cents	$13,500.00	$13,500.00
999-Y	1	LS	WORK OF SIMILAR NATURE UTILIZING BID ITEMS TO BE DETERMINED BY THE ENGINEER	Twenty Thousand Dollars and No Cents	$20,000.00	$20,000.00

ADDENDUM #1
Project No. 2024-3005-16
SPRING HILL COURT RETAINING WALL IMPROVEMENTS

ITEMS FOR BID

ITEM NO.	BID QTY	BID UNIT	DESCRIPTION	UNIT PRICE WRITTEN IN WORDS	BID UNIT PRICE	BID AMOUNT
			TOTAL BASE BID	**Three Hundred Seven Thousand Nine Hundred Fifteen Dollars and Forty Nine Cents**	**$307,915.49**	
ALTERNATE BID 1						
514-A1	800	SF	STONE MASONRY (MATCH EXISTING)	Fifty Two Dollars and No Cents	$52.00	$41,600.00
			ALTERNATE BID 1	**Forty One Thousand Six Hundred Dollars and No Cents**	**$41,600.00**	
ALTERNATE BID 2						
514-A2	800	SF	STONE MASONRY (UTILIZE EXISTING RECLAIMED STONE)	Fifty Two Dollars and No Cents	$52.00	$41,600.00
			ALTERNATE BID 2	**Forty One Thousand Six Hundred Dollars and No Cents**	**$41,600.00**	
			TOTAL BASE BID + ALTERNATE BID 1	**Three Hundred Forty Nine Thousand Five Hundred**	**$349,515.49**	
			TOTAL BASE BID + ALTERNATE BID 2	**Three Hundred Forty Nine Thousand Five Hundred**	**$349,515.49**	

ALL ITEMS SHALL BE CONSIDERED IN-PLACE. PRICES SHALL INCLUDE ALL LABOR, EQUIPMENT, MATERIALS, AND REMOVALS AS REQUIRED FOR CONSTRUCTION OF THE REQUIRED WORK	THE CITY OF MOBILE WILL NOT BE RESPONSIBLE IN ANY MANNER FOR THE CORRECTNESS OF THIS SPREADSHEET. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL TEXT, NUMBERS, PRICING, AND SUMMARIES BE CORRECT WHEN SUBMITTED FOR BID.

COMPANY PL Russell
SIGNATURE
DATE 2/5/25

BID SUMMARY

BASE BID TOTAL	307,915.49
ALTERNATE BID 1 TOTAL	41,600.00
ALTERNATE BID 2 TOTAL	41,600.00
BASE BID TOTAL + ALTERNATE BID 1 TOTAL	349,515.49
BASE BID TOTAL + ALTERNATE BID 2 TOTAL	349,515.49

Base Bid Total + Alternate Bid 1 349,515.49

Written in words Three Hundred Forty-Nine Thousand Five Hundred Fifteen Dollars and Forty Nine Cents

Base Bid Total + Alternate Bid 2 349,515.49

Written in words Three Hundred Forty Nine Thousand Five Hundred Fifteen Dollars and Forty nine Cents

Number of working days to complete 60 working days

Signature of Bidder _____
(If a firm or individual)

Address of Bidder 251 SAINT ANTHONY ST
MOBILE, AL 36603

By BEN RUSSELL

Signature of Bidder _____
(If a Corporation)

By _____
President

BEN RUSSELL
Print

Secretary

Print

Treasurer

Print

Business Address 251 SAINT ANTHONY ST MOBILE, AL 36603

Business Address _____

Business Address _____

(Corporate Seal)

ATTEST: _____
Secretary

Name of State under the Laws of which the Corporation was chartered:

57754
State License Number

Corporate Seal

BID BOND

KNOW ALL MEN BY THESE PRESENT

That PL Russell, LLC
(Name of Contractor)
251 Saint Anthony Street, Mobile, Alabama 36603
(Address)
as Principal and Western Surety Company
(Name of Surety)
151 N. Franklin Street, Chicago, IL 60606
(Address)

as Surety, are held firmly bound unto the City of Mobile, a Political Subdivision of and Body Corporate in the State of Alabama as Obligee, in the full and just sum of five percent (5%) of amount bid (maximum amount of Bond is $10,000) lawful money of the United States, for the payment of which sum, well and truly to be make, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said principal is herewith submitting its proposal for **SPRING HILL COURT RETAINING WALL IMPROVEMENTS, City of Mobile Project No. 2024-3005-16**

The condition of this obligation is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms of and conditions of the Contract, then this obligation is to be void; otherwise, the Principal and the Surety will pay unto the Obligee the difference in money between the amount of the Contract as awarded and the amount of the proposal of the next lowest bidder, which amount shall not exceed $10,000. If no other bids are received, the full amount of the proposal guarantee shall be so retained or recovered as liquidated damages for such default.

Signed, Sealed and Delivered February 5, 2025 (Date)

PL Russell, LLC By: _____ (Contracting Firm)

Witness as to Principal By: _____ (SEAL)

Western Surety Company (Name of Surety)

COUNTERSIGNED: Renee Ellis, License No. 041779

Alabama Resident Agent By _____
Renee Ellis, Attorney in Fact

BIDS WILL NOT BE CONSIDERED UNLESS BID BOND IS SIGNED BY PRINCIPAL AND SURETY

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Paul B Scott Jr., Renee Ellis, Milton A Kopf III, David J Durden, Joshua Price, Lydia Nations, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 11th day of August, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 11th day of August, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of February, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

ITEM V

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we PL Russell, LLC as Principal and Western Surety Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of three hundred forty-nine thousand, five hundred fifteen - ct 49/100 Dollars ($ 349,515.49) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated _____, 20____ (hereinafter called the Contract) for **SPRING HILL COURT RETAINING WALL IMPROVEMENTS, City of Mobile Project No: 2024-3005-16** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST:
Amelia Russell
(Signature)

BEN RUSSELL
(Print)

Amelia Russell (Print)

ITS: PRESIDENT
(Title)

ITS: Secretary

Western Surety Company

(Surety sign here) (Corporate name)

BY: _____
(Signature)

ATTEST: Renee Ellis
(Signature)

Thomas I. Gentile
Attorney in fact
(Print)

Renee Ellis (Print)

ITS: _____
(Title)

ITS: Witness

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM VI

PERFORMANCE BOND

KNOW ALL MEN: That we PL Russell, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Three hundred forty-nine thousand, five hundred fifteen —— & 49/100 dollars ($ 349,515.49), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated _____, 20__, entered into a Contract with the Owner for **SPRING HILL COURT RETAINING WALL IMPROVEMENTS, City of Mobile Project No: 2024-3005-16**, which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this _____ day of _____ 20_____.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST:
Amelia Russell
(Signature)

Ben Russell
(Print)

Amelia Russell (Print)

ITS: President
(Title)

ITS: Secretary
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Thomas J. Gentile
Attorney In Fact
(Print)

ATTEST:
Renee Ellis
(Signature)

Renee Ellis (Print)

ITS: _____
(Title)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

During the performance of this contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The CONTRACTOR will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color or national origin. Such shall include but not be limited to the following:

   Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection for training, include apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency of the municipality setting forth the provisions of this nondiscrimination clause.

2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualifying applicants will receive consideration for employment without regard to race, creed, color, or national origin.

3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided by the municipal contracting agency, advising the labor union or workers' representative of the CONTRACTOR's commitments under this ordinance. Copies of the notice shall be posted in conspicuous places available to employees and applicants for employment.

4. In the event of the CONTRACTOR's non-compliance with the non-discrimination clauses of this Contract, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further municipal contracts.

5. CONTRACTOR will include the provisions of this ordinance in every subcontract or purchase order unless exempted by written orders of the governing body of the City of Mobile so that provisions will be binding upon each subcontractor or vendor.

ITEM VII

INSURANCE

A. INDEMNIFICATION: CONTRACTOR shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with CONTRACTOR'S performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property.

B. Insurance: CONTRACTOR shall take out and maintain during the life of the contract the following:

Contractor shall name the City of Mobile as an additional insured.

1. Workers' Compensation/Employer's Liability:

a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

2. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

3. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

4. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

5. Certificate of Liability Insurance Endorsement Page

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

a. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

b. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.

c. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

d. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

e. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

ITEM VIII

SPECIAL PROVISIONS

1. Subletting or Assigning of Contract:

(a) Limitations: The Contractor shall not sublet, assign, transfer, convey, sell or otherwise dispose of any portion of the contract, his right, title or interest therein, or his power to execute such contract, to any person, firm or corporation without written consent of the City and such written consent shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Unless otherwise stipulated in the proposal or special provisions, the Contractor shall perform with his own organization, and with the assistance of workmen under his immediate supervision and reported on his payroll, all contract work of a value not less than 50 percent of the total contract amount, except that any items designated in the contract as "Specialty Items" may be performed by subcontract, and the cost of any such "Specialty Items" so performed by subcontract may be deducted from the total contract amount before computing the amount of work required to be performed by the Contractor, with his own organization.

(b) Subcontractor's Status: A subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor and the Contractor will be responsible to the City for all subcontractors' work, including failures or omissions; and his removal may be required by the City Engineer, as in the case of an employee.

2. The contractor shall not sublet the contract on any portion thereof without written permission from the City Engineer. If consent is given, the contractor will be permitted to sublet a portion of the work, but shall perform with his own organization, work amounting to not less than fifty (50%) percent of the total contract price. The performance of the contract may not be assigned.

3. The City Engineering Department reserves the right to disqualify or refuse to award the contract to a prospective bidder for the following reasons:

(a) Uncompleted work which, in the judgment of the City Engineering Department, might hinder or prevent the prompt completion of additional work if awarded.

(b) Failure to pay or satisfactorily settle all bills due to labor and material on former contracts in force at the time of issuance of proposals.

(c) Default, as defined in Article 108.12 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile under a previous contract, or unsatisfactory work of any nature on previous work. In addition to the above, disqualification for unsatisfactory progress of an on-going contract will be administered as outlined in Subarticle 108.04(c) Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications

of the Engineering Department for the City of Mobile. Disqualification applies to bidding as a prime contractor or doing any subcontract work for a prime contractor.

(d) The Owner, reserves the right to reject any Bidder who has previously failed to perform properly or complete on time contracts of similar nature, or a bid of a bidder who is not, in the judgment of the Owner, in a position to perform the Contract.

4. The successful bidder shall make every reasonable effort to have at least fifteen (15%) percent of the total value of the contract performed by socially and economically disadvantaged individuals. A City of Mobile Subcontracting Plan must be submitted with the bid documents. Contractors will be required to submit a City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

5. It is the intent to construct the within described work as shown on the plans and specifications prepared by the Engineering Department of the City of Mobile in accordance with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

6. In said specifications, where the words State of Alabama, Governor, State, State Highway Department, Director, etc. appear substitute City of Mobile acting by and through its Mayor.

7. All insurance and bonds must be furnished by a Surety licensed to do business in the State of Alabama, signed or countersigned by a licensed Resident Agent of Alabama and have a minimum rating of A Class VI as reported in the latest issue of Best's Key Rating Guide Property and Casualty.

8. Payment for any work incidental to the completion of this contract, for which no item was set up, shall be absorbed in other bid items.

9. The City of Mobile reserves the right to add to or reduce quantities or delete any item or items in this contract without any adjustment in unit price. Additional items of work necessary for the completion of this contract may be added by Change Order.

10. Failure to complete the work in this contract within the time stipulated will result in a deduction for money due the contractor. Such liquidated damages will be assessed as provided for in Item 108 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile.

11. **The contractor shall provide maintenance for a period of one year from final payment of the work. This maintenance work shall include furnishing all materials, labor, and incidentals necessary to maintain the project in acceptable condition as determined by the City Engineering Department. This maintenance for a one year period shall be provided with no additional compensation.**

12. The City of Mobile may retain a reputable laboratory to make all tests, inspections, etc. required by the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile at no cost to the contractor. The laboratory shall furnish copies of all test results to the City Engineer.

13. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the State of Alabama Highway Department Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

14. Any asphalt used on the project shall have an approved mix design and shall not contain shingles (RAS).

15. The Contractor shall have on the job site at all times, as his agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the City Engineer or his authorized representatives. The Superintendent shall have full authority to execute orders or directions of the City Engineer without delay and to promptly supply such materials, equipment, tools, labor and incidentals as may be required. Joint venture Contractors shall have one such superintendent for all ventures. Such superintendents shall be furnished irrespective of the amount of work sublet and shall have full authority over all subcontract work. The superintendent shall be required to have direct communication with the supplier in case of mechanical failure at the site or the plant.

16. The contractor shall take all necessary precautions for the protection of the work and safety and comfort of the general work. Such work shall comply with applicable sections of Items 104 and 107. There will be no compensation for this work.

17. The quantities shown on the proposal and plans are approximate. The Contractor will be paid only for the amount of each item to complete the project.

18. It will be the Contractor's responsibility to determine the exact location of all existing utilities, whether public or private, and make the necessary adjustments as required to construct the project. Prior to construction, the Contractor shall notify all utility companies to obtain information on locations, depths, etc. of their utilities. The utility companies, directed by the City Engineer unless provided for in this contract, shall undertake any relocation and/or adjustments of utilities. The Contractor shall cooperate with the utility companies and provide assistance in excavation for such adjustments and relocation work, if requested. This work will be paid for under the appropriate items of work for excavation and borrow.

    If any private utility line, including but not limited to irrigation lines or drainage lines, are encountered within the right-of-way or easements, it is the Contractor's responsibility to make the necessary adjustments of said facilities and coordinate with the property owner or private company. Such adjustments are considered incidental to the project (no said pay item).

19. It shall be the Contractor's responsibility to determine if the required construction can be performed within the area provided and comply with requirements of the Occupational Safety and Health Regulations (OSHA) for construction projects of this type. Any safety measures or methods of construction that are necessary in the construction of this project to comply with these regulations are the Contractor's responsibility and shall be provided with all costs to be included in the various pay items of the contract (no direct payment).

20. If needed, the contractor shall be required to submit a plan for traffic control to the City Traffic Engineer for approval prior to beginning construction. Such plan shall include required signs, detour routes, barricades, lights, drums, cones, etc., to comply with Article 104.04 of the Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile. There will be no direct compensation for said traffic control plan preparation. It shall be a subsidiary of Item No. 600A, Mobilization. Payment for items in Section 740 shall be full compensation for all materials, signage, lights, hardware, drums, equipment, labor, handling and maintenance until project completion and any other incidentals necessary to complete the job. The Contractor shall restore existing traffic mechanisms to original condition.

21. All equipment shall be in good mechanical working order. If not, the Project Inspector can require removal from the project.

22. The Contractor at no direct payment will support any utilities encountered during construction, requiring support. Contractor is responsible for securing and supporting all utilities located adjacent to or within the limits of excavation. The cost associated with this work will be a subsidiary obligation of clearing & grubbing (no direct payment).

23. Maintenance roads, haul roads, laydown yards, staging areas, and detours constructed for the Contractor's use and convenience, shall be constructed at the Contract's expense, and shall be absorbed in other bid items. All construction entrances to the site of work shall have aggregate surfacing placed over filter fabric for a minimum of fifty (50) linear feet from the adjacent connecting roadway, by an appropriate width, in an effort to minimize the transportation of sediment onto existing roadways. All areas shall be restored to their preconstruction condition after project completion. Any damage to the asphalt wearing surface beyond or within the limits of construction, as determined by the Engineer or Owner, shall be repaired at no cost to the Owner. Any traffic control required to complete such repairs shall be in accordance with Federal MUTCD manual, latest edition and at no cost to the Owner.

24. Any damage caused by the Contractor or his subcontractors to the existing bituminous asphalt surface and/or base structure on local streets leading to or associated with this project shall be repaired by the Contractor at no cost to the owner.

25. It shall be the responsibility of the contractor to provide a substantial stand of grass at the time of the Final Inspection. Any sod that is not living and/or viable in the opinion of the Engineer shall be replaced at no additional cost to the project. The Contractor shall provide a one-year warranty period from the time of final payment.

26. Contactor shall remove and dispose of all waste and unsuitable material, from the project site. The Contractor will be held responsible for disposal of debris and construction materials in an appropriate manner and at an approved, permitted location. The Contractor will be responsible for compliance with applicable laws or ordinances regarding material type and disposal site. **Disposal of construction materials and debris is specified in Subarticles 206.4(c) and 201.03(d) of the Standard Specifications.**

    The Contractor will submit a plan for the disposal of construction materials, indicating proposed disposal location, type of debris and quantity of material. City Engineering staff will monitor the disposal of construction materials for compliance with applicable laws and ordinances. There will be no additional compensation for disposing of such material off the project site.

27. All salvageable material from the project shall be stored on the project at locations designated by the City Engineer. Any material not wanted by the City of Mobile shall be the property of the Contractor and removed from the project. There will be no direct payment for removing and storing the salvageable materials, nor removing unwanted materials from the project.

28. Existing excavated material suitable for use as backfill, embankments, etc. shall be used on the project at no direct payment. Additional material required and compaction of the additional fill material shall be paid for under Item 210-D and Section 306.03 of the Standard Specifications.

29. Existing topsoil material suitable for use on the project shall be stockpiled and utilized at no direct payment. Additional topsoil required shall be paid for under Item 650-A, as designated in the Standard Specifications and will be measured by Truck Bed Measurement.

30. **All water and sanitary sewer work shall comply with the Mobile Area Water and Sewer System (MAWSS) Standard Specifications, latest edition. All MAWSS work, whether by prime or subcontractor, shall be accomplished by an experienced contractor, familiar with MAWSS construction and specifications. The Engineer may require the Contractor to provide necessary documentation explaining such experience before permission to accomplish work is granted.**

31. The project site shall be kept clean at all times. Loose dirt, materials, excavation, etc. shall be kept cleared from streets, walks, ditches, etc. The Owner reserves the right to demand that the Contractor's forces be diverted to clean up whenever conditions warrant such diversion. Diversion of Contractor's forces will not entitle the Contractor to any extension of time or additional compensation.

32. The contractor shall take whatever steps are necessary to insure that dust is controlled during operations.

33. If provided in the Bid Schedule, accepted Concrete Combination Curb and Gutter, as designated in the Standard Specifications, will be measured in linear feet, complete, in

place, along the base of the curb face. Measurement for payment will not extend across driveways or inlets.

34. If provided in the Bid Schedule, mix design for Bituminous Concrete Wearing Surface, Item 429-A, shall be based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 edition. The successful bidder will be required to submit mix designs to comply with Item 429-A, based on the Alabama Department of Transportation Standard Specifications for Highway Construction, 2006 Edition, with all latest additions and modifications of the Engineering Department for the City of Mobile, to the City's Testing Lab for approval.

35. The Contractor, at no cost to the Owner, shall replace any existing survey monument or property corner that is damaged during construction.

36. Project Documentation: Prior to the start of construction, the Contractor shall document any features or items of interest or importance by the use of photography and/or videotapes. At least two (2) copies of video and/or photos shall be made. City Engineer shall retain one set. Prints and/or tapes shall be delivered to the City Engineer within one week after they are made.

37. Pipe is to be videoed before acceptance by the City of Mobile. No pay item provided. Cost is considered incidental to the Project.

38. It is the sole responsibility of the Contractor to protect his/her equipment at all times. The owner or the engineer shall not entertain any claims by the Contractor due to any damage to his or her equipment or materials.

39. The Contractor shall notify property owners prior to construction. The Contractor shall provide documentation to the Engineer that this has been accomplished. Notifying property owners is considered incidental to the project.

40. The relocation of signs and mailboxes shall be considered a subsidiary obligation of the project.

41. Any damage to private property beyond the limits required to install the retaining wall, new building structures, concrete pavement, etc., as determined by the Engineer shall be repaired at the Contractor's expense.

42. The Contractor shall use extreme caution when working in close proximity to existing houses or other structures or trees to remain. Any damage to the existing items to remain from the Contractor's negligence shall be repaired at the Contractor's expense. The Contractor shall be very cautious of existing landscaping items, drainage pipe, sewer cleanout and pet grave site located within the project area and shall coordinate with property owners regarding landscaping items to be removed. Any damage to existing items not scheduled to be removed shall be replaced at the Contractor's expense.

43. All pipe joints shall be wrapped to City of Mobile specifications. Pipes shall not have lifting holes.

44. There shall be no adjustment to fuel or asphalt index for this project.

45. The Contractor shall provide, install and maintain all temporary erosion control measures shown on the drawings. Wattles, hay bales, silt fences and other approved erosion control devices shall be installed by the Contractor and shall be maintained throughout the course of this project. Adjustments to the methods and types of erosion control will be necessary during the course of the construction, and it will be the responsibility of the Contractor to provide, install and maintain these as well. The Engineer shall approve methods of erosion control. It will be the responsibility of the Contractor to satisfy the City and himself that all Federal, State and Local Codes and Ordinances are abided by at all times during construction. Additionally, the Contractor shall implement any and all other Best Management Practices applicable per Federal, State, County and Municipal laws concerning water pollution.

46. The Contractor shall be responsible for implementing all erosion control BMPs on City construction projects and for all sediment within and leaving the construction site until the project is accepted by the City. Severe penalties will be imposed to ensure compliance.

47. All projects and construction sites shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas; current version of the Mobile, Alabama City Code Chapter 17 Stormwater Management and Flood Control.

    Any fines, penalties, or judgments accessed to City of Mobile, its agents or representatives due to inadequately installed or maintained erosion control shall be the responsibility of the Contractor. The Contractor shall indemnify and hold harmless the Engineer, City of Mobile, its agents or representatives from all claims resulting, all or in part, from inadequately installed or maintained erosion control.

48. Working hours on certain streets will be limited. All working times, closures, etc., will be coordinated with the City of Mobile Traffic Engineering Department.

49. Workmen shall wear reflectorized jackets.

50. All traffic control configurations shall be restored to their original patterns, unless otherwise directed by the Traffic Engineering Director.

51. The Engineer will prepare an estimate once each month for work completed. The contractor will send the Engineer a copy of his estimate figures for the month and City of Mobile DBE Utilization Report with each invoice and with final closeout documents.

52. All permanent striping on the final surface that is required to be removed shall be removed by hydraulic means only or as directed by the engineer.

53. All major tree removal shall be accomplished by a certified arborist approved by the City of Mobile Urban Forestry.

54. Basis of Payment:

A. General: The unit price bid for the various items shall be compensation in full for furnishing all materials, labor, equipment and incidentals for the item in place complete in every detail. There are no direct payments for caulking, clean-up, restoration of property, testing or other items of work necessary for the installation of the item except where specifically set forth hereinafter. All construction and materials shall be in accordance with the Standard Specifications, except as otherwise amended or specified herein. Basis of payments shall be amended as follows.

B. Foundation Backfill, Commercial: The unit price bid for this item (214-A) shall be compensation in full for one (1) cubic yard of #57 Stone used as necessary. The method measurement shall be based on weight ticket only, without addition factors.

C. Concrete Sidewalk: This item (618-A) shall include any new sidewalk. The concrete should be Type 2 – mix "A" and have a minimum 28 day strength of 3000 psi.

ITEM IX
ARTICLES OF AGREEMENT

STATE OF ALABAMA)
COUNTY OF MOBILE)
CITY OF MOBILE)

(Executed in Quintuplicate)

(1) THIS AGREEMENT made and concluded this _____ day of _____, 20_____, by and between the CITY OF MOBILE, ALABAMA, by its Mayor duly authorized party of the first part, and PL RUSSELL, LLC, party of the second part.

WITNESSETH: That the said party of the second part has agreed and by these present does agree with the said party of the first part, for the consideration hereinafter mentioned and contained, and under the penalty expressed in a bond bearing even date with these presents and hereunto annexed, to furnish at their/his own proper cost and expense, all the necessary materials, equipment and labor, of every description and to carry out and complete in a good, firm and substantial manner the following:

Project Name: SPRING HILL COURT RETAINING WALL IMPROVEMENTS
Project No: 2024-3005-16
Project Description: RETAINING WALL, SIDEWALK, PROPERTY RESTORATION AND CONCRETE PAVING

City of Mobile Project Number 2024-3005-16, all complete in place with all appurtenances for the consideration of unit prices set forth in CONTRACTOR's Proposal (estimated to total **$349,515.49**), in strict accordance with this contract. The advertisement, proposal, special provisions, plans and specifications are all made a part of this agreement.

CITY:

(2) Wherever the word "CITY" is used, it shall refer to the City of Mobile, Alabama.

COUNCIL:

(3) Whenever the word "COUNCIL" is used in the Specifications, it shall refer to the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CONTRACT:

(4) The executed documents comprising the written agreement between the City of Mobile and the CONTRACTOR setting forth the obligations of the parties hereunder for the performance of the prescribed work.

The Contract includes the invitation for bids, proposal, contract forms and contract bonds, specifications, supplemental specifications, special provisions, general and detailed plans, and notice to proceed; also, any change orders and supplemental agreements that are required to complete the construction of the work in an acceptable manner, including

authorized extensions thereof, and such other documents as by law or references are made a part thereof, all of which constitute one instrument.

CONTRACTOR:

(5) Whenever the word "CONTRACTOR" is used it shall be held to mean any individual, corporation, partnership, or other entity selected to perform any or all construction services. The contractor shall be eligible to bid Alabama Department of Transportation projects at the time of the pre-bid conference to be considered a valid bidder for this project.

CITY ENGINEER:

(6) Whenever the word "CITY ENGINEER" is used, it shall refer to the CITY ENGINEER for the City of Mobile or his appointed assistants.

ENGINEER:

(7) The engineering company assigned to perform engineering design and construction inspection services for this project. The engineering company so assigned to this project is McCRORY & WILLIAMS, INC.

AUTHORITY OF THE CITY ENGINEER:

(8) The CITY ENGINEER will decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the plans and specifications; all questions as to the acceptable fulfillment of the contract on the part of the CONTRACTOR.

The CITY ENGINEER shall have the authority to withhold further payment or to suspend the work wholly or in part due to failure of the CONTRACTOR to correct conditions unsafe for the workmen or the general public; failure to carry out provisions of the contract; failure to carry out orders; for such periods as he may deem necessary due to unsuitable weather; for conditions unsuitable for prosecution of the work; or for any other conditions or reason deemed to be in the public interest.

DUTIES OF THE CONTRACTOR:

(9) The work performed under this contract and agreement shall be in strict compliance with the "State of Alabama Highway Department Standard Specifications for Highway Construction", 2018 Edition, with all latest additions and modifications by the Engineering Department of the City of Mobile and with the plans on file in the office of the CITY ENGINEER or as noted herein.

ARBITRATOR:

(10) Both parties to this contract hereby agree that the CITY ENGINEER shall act as referee in all questions and disputes arising under the terms of this Contract between the parties thereto and that the decision of the CITY ENGINEER in all such cases shall be final.

STANDARD SPECIFICATIONS:

(11) Whenever the word "STANDARD SPECIFICATIONS" is used, it shall refer to State of Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering

Department of the City of Mobile, a copy of which is on file in the office of the CITY ENGINEER.

WAGE SCALE:

(12) The CONTRACTOR will be required to pay the prevailing wage rates for this district that are applicable to the trades engaged in the several different lines of work.

APPOINTMENT AND AUTHORITY OF INSPECTORS:

(13) The CITY ENGINEER may appoint such inspectors, assistants, or representatives as he deems necessary, and they shall be granted full access to the work and to the mills and factories in which material is being prepared for use under the contract.

Inspectors will be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. The inspector will not be authorized to alter or waive the provisions of this contract. The inspector will not be authorized to issue instructions contrary to the plans and specifications, or to act as foreman for the CONTRACTOR; however, he shall have the authority to reject work or materials until any questions at issue can be referred to and decided by the CITY ENGINEER.

The CITY ENGINEER reserves the right to require replacement of any inspector considered to be unqualified for the work.

INSPECTION:

(14) Inspection and acceptance of materials and construction during the progress of the work shall not relieve the CONTRACTOR from any of the obligations assumed under this contract to furnish materials and to perform work strictly in accordance with its terms, and any work in accordance therewith (although overlooked and passed), shall be made good and inferior materials shall be removed and replaced with proper materials upon the demand of the CITY ENGINEER at any time prior to the completion of the work and its acceptance by the CITY ENGINEER.

INCOMPETENT EMPLOYEES TO BE DISCHARGED:

(15) If the work of any person employed by the CONTRACTOR should appear to the CITY ENGINEER to be incompetent or disorderly, he shall be immediately discharged upon the request of the CITY ENGINEER.

CHANGES AND EXTRA WORK PRECAUTIONS TO PREVENT ACCIDENT:

(16) Should the COUNCIL deem it proper or necessary in the execution of the work to make any alterations, which shall increase or diminish the quantities or the expense, such alterations or reductions shall not validate or annul the contract or agreement hereby entered into. The said COUNCIL shall determine the value of the work to be added or omitted; such value to be added to or to be deducted from the contract price as the case may be.

No claim whatever shall be made by the CONTRACTOR for extra materials or work, or for a greater amount of money than is herein stipulated to be paid, unless some changes in or additions to said work requiring additional outlay by the CONTRACTOR shall first have been ordered, in writing, by the said COUNCIL on application of the CITY ENGINEER. Said

writing will be attached to the contract for the making of said improvements, stating that such work is not included in the contract, what the extras are and that such are necessary for the proper completion of the work, or for the security of the work previously done and the reason therefor.

RESPONSIBILITY FOR ACCIDENTS:

(17) The CONTRACTOR covenants to and shall defend, hold harmless, indemnify and exonerate the CITY and any of its officers, directors and employees of and from any and all claims, demands, liability, losses, damages, suits and/or judgments, whether frivolous or otherwise of any character, arising out of, or connected with, the work covered by this contract, regardless of how it may be caused. The CONTRACTOR shall be responsible for providing the City of Mobile and any of its officers, directors, and employees a defense and paying all costs of defending it and investigating said claims, including attorney's fees and expenses.

WORK TO BE PROSECUTED AS DIRECTED:

(18) All work shall be done according to the direction of the CITY ENGINEER or his authorized assistant.

GENERAL COMPLIANCE WITH LAWS:

(19) The Contractor shall comply with the provisions of the labor laws, state laws and federal and local statutes, ordinances and regulations that are applicable to the performance of this Agreement, and procure all necessary licenses and permits.

SUSPENSION OF WORK:

(20) If, in the opinion of the CITY ENGINEER, during the progress of the work the conditions of the weather make it inexpedient or hazardous to proceed with the same, or if the public need seems to demand a temporary suspension, prosecution of the project shall cease for such a period as the CITY ENGINEER may direct in writing. No allowance will be made to the CONTRACTOR for damages alleged to have been sustained on account of such suspension of the work. The period of such cessation shall be determined and recorded by the CITY ENGINEER and shall be added to the time herein specified for the completion of the work. It is further agreed that in case of any legal obstruction or injunction affecting the prosecution of the work, such delay shall extend the time of completion of such part or parts of the work as obstructed and delayed for the length of time the obstruction continued and no longer. No damages shall be claimed or allowed the CONTRACTOR by reason of such unavoidable delay.

DELAYS:

(21) Delay in completion or the acceptance of any portion of the work shall not be deemed or construed as a waiver of any of the rights of the CITY under this contract, or to prevent the abrogation of this contract on account of the violations of its terms or the enforcement and collection of any just claim for loss or damage sustained by the CITY by reason thereof. Should delay arise by reason of the neglect or inability of the CONTRACTOR to prosecute the work or to furnish materials to the extent that, in the opinion of the CITY ENGINEER, it becomes necessary to ensure the completion within the limit of time specified to this contract, the CITY ENGINEER shall serve a warning to the CONTRACTOR requiring him to provide the means or material to insure the completion of work. Should such warning be disregarded to the extent that unnecessary and unreasonable delay is likely, in the opinion of the CITY ENGINEER, to ensue, the CITY ENGINEER shall notify the COUNCIL of such fact.

Should said COUNCIL so elect, the CITY may complete the contract using for such purpose all materials and tools found upon the work site and belonging to the CONTRACTOR. The COUNCIL shall assess the cost of such work against the sum, which would have been due under this contract.

COMMENCEMENT AND COMPLETION:

(22) The work shall commence within ten (10) days from the date specified in a Notice to Proceed Order to be issued to the Contractor by the Council, or its authorized representative, and shall be completed within the number of working days indicated in this Proposal, following the commencement date stipulated in said Notice to Proceed Order. In the event the Contractor should fail to complete the work within the time specified herein, the Contractor shall pay the Council, as liquidated damages, the amount specified in Section 108 of the Standard Specifications for each working day beyond the required date of completion.

ESTIMATE:

(23) In making partial payments to the CONTRACTOR, the CITY shall retain no more than five percent (5%) of the estimated amount of work done, the value of materials stored on the site (if applicable), and the value of materials suitably stored and insured off-site site (if applicable). Following fifty percent (50%) completion, no further retainage shall be withheld. Each payment request must be accompanied by the DBE Utilization Report.

FINAL ESTIMATE:

(24) Upon the final completion of the work according to the terms of these Articles of Agreement, the Engineer shall inspect all work and materials not previously accepted and returned, and shall render to the City Engineer and the Contractor a semi-final estimate of all work performed and materials furnished. A FINAL estimate, containing only the retainage due to the CONTRACTOR, shall then be prepared by the ENGINEER and rendered to the CITY and CONTRACTOR. Upon receipt of the Engineer's certification of project completion, the City Engineer shall inspect the work and, if satisfactory, shall pay or cause to be paid to the Contractor the final estimate, under the terms of these Articles of Agreement.

Prior to issuance of the FINAL ESTIMATE, the Contractor shall furnish, to the Engineer, the following documents:

- The Contractor must publicly advertise the Notice of Completion a minimum of once a week for four consecutive weeks and submit proof of advertising publication, original form with notary seal, as required by Section 39-2-12 of the 1975 Code of Alabama.
- The Contractor must execute copies of Contractor's Affidavit of Payment of Claims and Debts.
- The Contractor must have his/her surety execute copies of Consent of Surety to Final Payment.
- The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.
- The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

- The Contractor must provide a Maintenance Agreement for the grassing for up to one (1) year from the date of final acceptance.
- The Contractor must provide a City of Mobile DBE Utilization Report summarizing DBE participation to include the name of the DBE firm, address, telephone number and amount paid. If there was no DBE participation on the project, this report must summarize the reasons why and document any attempts made to secure DBE participation.

Upon successful completion of these documents, payment of the FINAL ESTIMATE shall be made to the Contractor.

SOURCE OF FUNDS FOR PAYMENT:

(25) The sources of funds for payment by City under this contract is CIP. Said funds are on hand at the time of the execution of this contract.

E-VERIFY:

(26) By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

The CONTRACTOR shall insure that all subcontractors under his employment for this project shall participate in the e-verify program. The CONTRACTOR shall be responsible for having each subcontractor sign the enclosed e-verify form. Any subcontractor found to be in violation of this provision shall cause the CONTRACTOR to be in breach of the agreement and the CONTRACTOR shall be responsible for all damages resulting therefrom.

PROHIBITION OF BOYCOTTING:

(27) By signing this contract, the CONTRACTOR, represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ANTI-DISCRIMINATION CLAUSE:

(28) Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

GOVERNING LAW AND VENUE:

(29) This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

E-BUILDER:

(30) The City utilizes E-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. Firms, including CONTRACTORS, shall use E-Builder as an essential component to project management with the City of Mobile.

SIGNATURE:

IN WITNESS WHEREOF, the parties to these present have hereunto set their hand and seal the day and year first above written; the City of Mobile by its Mayor acting under and by virtue of the authority in him vested and the CONTRACTOR by such duly authorized officers or individuals as may be required by law.

CITY OF MOBILE

BY: _____

ITS MAYOR

_____(Print)

ATTEST:

BY: _____

CITY CLERK

_____(Print)

CONTRACTOR:

_____

AN INDIVIDUAL

_____(Print)

WITNESSES:

_____

_____(Print)

PL Russell LLC

CONTRACTOR: **(IF CORPORATION)**

_____(Print)

BY: _____

ITS PRESIDENT

Ben Russell (Print)

Corporate Seal

ATTEST:

Amelia Russell

ITS SECRETARY

Amelia Russell (Print)

3/12/25

DATE

STATE OF ALABAMA }

COUNTY OF MOBILE }

I, the undersigned, Notary Public in and for said County in said State, hereby certify that BEN RUSSELL, whose name is signed to the foregoing instrument in the capacity of PRESIDENT of PL RUSSELL LLC and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day and date the same bears date.

Given under my hand and official seal of office this the 12 day of MARCH, 2025.

NOTARY PUBLIC My Commission Expires: 12-16-26

CARSON TORTORICE
NOTARY
PUBLIC
ALABAMA STATE AT LARGE

ITEM X
SUPPLEMENTAL SPECIFICATIONS

Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 Edition, shall be amended as follows:

1. PARAGRAPH 105.06(b) *CONTRACTOR'S SUPERINTENDENCE AND SUPERVISION* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    a. If requested by the ENGINEER, Contractor shall provide resume or other information necessary to insure that project superintendent is experienced in drainage work and associated work items. At the request of the ENGINEER in writing with concurrence of the City of Mobile, Contractor shall immediately remove any superintendent or other employee whose lack of experience, conduct or inability to effectively communicate in the English language is detrimental to the project. Said removal shall not be cause for claim against ENGINEER, City of Mobile or their agents.

    b. In the event that additional engineering or construction administration effort is required due to personnel changes required in accordance with paragraph A or solely initiated by the Contractor, the ENGINEER shall be reimbursed by the contractor for such additional effort at the ENGINEER'S prevailing hourly rates.

    Engineer shall provide Contractor a minimum of 48 hours' notice prior to initiating additional effort charges, clearly stating the reasons for such charges and notifying the Contractor of necessary steps or corrective actions to avoid additional effort charges.

    Proper corrective action taken within 48 hours by the Contractor shall void additional engineering fee charges.

    No corrective action by the Contractor shall initiate additional engineering fees retro-active to date of contractor notification.

2. ITEM 108.01 *SUBLETTING AND ASSIGNMENT (a):* PARAGRAPH 1 *LIMITATIONS* SHALL BE **AMENDED TO INCLUDE** THE FOLLOWING:

    The ENGINEER reserves the right, with approval from the OWNER, to disapprove or disqualify a Subcontractor that has exhibited or participated in fraudulent activities either as a prime Contractor or a Subcontractor under a previous contract administered by the ENGINEER. Furthermore; the ENGINEER may require a list of references from local Contractors, Project Engineers or Government Agents in order to verify past performances, capabilities and competency before acceptance of the Subcontractor is granted.

3. SECTION 109, SUB-SECTION 109.07 *PARTIAL PAYMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Once each month the ENGINEER will make an appropriate estimate on the regulation form of the work or portion of the work completed and the value thereof based on the contract Unit Prices, or proportional part thereof for Lump Sum items, less retainage or any assessed liquidated damages or other designated deductions.

The payment of any monthly estimate for any portion of the work as provided in the Specifications shall in no way affect the obligation of the Contractor to complete the work in accordance with the contract. Payment of any monthly invoice will not be made until such time as all records and forms are completed and submitted.

No Payment for stored material will be included on the monthly estimates.

4. SECTION 210, PAY ITEM 210-A *UNCLASSIFIED EXCAVATION*; PAY ITEM 210-D *BORROW EXCAVATION, STRUCTURE FILL (A-2-4 OR BETTER)*: PAY ITEM 210-E *BORROW EXCAVATION STRUCTURE*, SUB-SECTION 210.09 METHOD OF MEASUREMENT SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted Excavation shall be by the cubic yard truck bed measure. The accepted volume of Excavation shall be based on certified delivery tickets as determined by truck bed measure

5. ITEM 618-D *HANDICAP RAMPS* (TYPE(S) A, B, C, D, E):

618.D.01

Description
This section shall include the work of furnishing, installing, and finishing as required, handicap ramps at locations as required in the plans or as directed by the ENGINEER

618.D.02

Materials
Materials shall conform to Section 618 of the 2018 ALDOT Standard Specifications for Highway Construction.

618.D.03

Basis of Payment
Payment will be based on the respective unit bid price for handicap ramps, complete-in-place according to plan details which shall be payment in full for hauling, preparation, placing, and maintenance as required and for all labor, equipment, tools, and incidentals necessary to complete this item. Truncated Domes required for handicap ramps shall be paid for separately under Pay Item No. 618-C and are not included in Pay Item 618-D.

6. ITEM 618-C *REGULAR AND MODIFIED TRUNCATED DOME INSERT FOR NEW OR EXISTING HANDICAP RAMPS*:

618.C.1

Description

This section shall include the work of furnishing, installing, cutting and anchoring Truncated Dome Inserts in new and existing handicap ramps.

618.C.2

Materials
Truncated Dome Inserts shall be Armor Tile ATR 2448 for New Construction or Armor-Tile ADA-S 2448 for existing construction. Color Dark Grey, Truncated Domes shall be 24" wide x 60" in length and shall be wet set into concrete.

618.C.3

Basis of Payment
Payment will be based on the respective unit bid price and shall be payment in full for furnishing, installing, cutting or modification including all labor, equipment, tools and incidentals necessary to complete this item.

Where installation of multiple Truncated Domes requires cutting, payment will be made for each correctly completed Truncated Dome Insert used in the installation.

7. SECTION 650, PAY ITEM 650-A *TOPSOIL*: SUB-SECTION 650.04 *METHOD OF MEASUREMENT* SHALL BE **REPLACED** WITH THE FOLLOWING:

Unit of Measurement for all accepted TOPSOIL shall be by the cubic yard truck bed measure. The accepted volume of TOPSOIL shall be based on certified delivery tickets as determined by truck bed measure.

8. ITEM 654-A *SOLID SODDING*:

654.A.1

Description
This pay item shall include all labor, tools, equipment and materials necessary to provide, on the project site, solid sodding. It is the responsibility of the Contractor to determine the type of sod present and replace in kind.

654.A.2

Basis of Payment

Payment will be based on the respective unit bid price for solid sodding, complete-in-place, which shall be payment in full for furnishing the individual solid sodding, for hauling, preparation, placing, and maintenance (incl. watering) of the solid sodding and for all labor, equipment, tools and incidentals necessary to complete this item.

ATTACHMENT "A"

LOCATION

VICINITY MAP
NOT TO SCALE

ATTACHMENT "B"

CONTRACTORS INSURANCE CERTIFICATIONS

PLRUSSE-01 ABROWNLEE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
PGIS, LLC dba Turner Insurance & Bonding Co.
PO Drawer 230789
Montgomery, AL 36123

CONTACT NAME: Allison G Brownlee
PHONE (A/C, No, Ext): (334) 386-3602 FAX (A/C, No):
E-MAIL ADDRESS: abrownlee@turnerfirst.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Benchmark Insurance Co.	41394
INSURER B : Ala Branch of AGC of Amer Inc SIF #0100R A-VI	055028
INSURER C : Lloyd's of London	32727
INSURER D : Midwest Employers Casualty Co	23612
INSURER E :	
INSURER F :	

INSURED
PL Russell LLC
P.O. Box 1623
Mobile, AL 36606

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	X	X	CPP02292	7/15/2024	7/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BAP02293	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X	X	XLP02294	7/15/2024	7/15/2025	EACH OCCURRENCE AGGREGATE Aggregate	$ 2,000,000 $ $ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	MA690-2025-AL	1/1/2025	1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional/Polluti			ANE520221624	7/15/2024	7/15/2025	Professional/Polluti	1,000,000
D	Worker's Compensatio			EWC009234	1/1/2025	1/1/2026	See above limits	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project Name: Spring Hill Court Retaining Wall Improvements
Project Number: 2024-3005-16
City of Mobile is named as Additional Insured as respects General Liability, Auto Liability and Umbrella on a primary and Non-Contributory basis where required by written contract. A Waiver of Subrogation applies in favor of City of Mobile as respects General Liability, Auto Liability, Umbrella, and Workers Compensation. 30 Day notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile, AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ATTACHMENT "C"

SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT, E-VERIFY DOCUMENTATION AND DBE UTILIZATION REPORT

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251 208.7987
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	PL Russell LLC
Address	251 Saint Anthony St Mobile, AL 36603
Telephone	251-385-6091
E-Mail	info@plrussell.com

RFP/RFQ Solicitation Number	2004-3605-16
Project Description	Springhill Court Retaining Wall
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 14 Female 2 Minority 8 Non-minority ____ SDVO ____ Total #of Employees 16

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Benjamin Russell

Signature: [signature] Date: 2/5/25

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Carson Tortorline Title: PM

Email: carson@plrussell.com Phone: 251-421-6103

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company PL RUSSELL Your Bid/Proposal Amount $ 307,915.49 Date: 2 / 5 / 25 Description SPRINGHILL COURT RETAINING WALL

Name of Bidder/Proposer: PL RUSSELL

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
H & G CONCRETE		CONCRETE SUPPLIER	22,464.00	6%	YES	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: PL Russell

Contact Person: Ben Russell Phone 251-599-1146 Email benr@plrussell.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
X		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
X		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

✓		**INFORMATION**: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S)**: The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:

The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:

1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared _____(affiant) who, being duly sworn says as follows:

President/CEO of _____.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as _____for _____that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said_____ is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: _____.

_____

CEO of _____

Sworn to and subscribed before me this the _____ day of _____, 20__.

I certify that the affiant is known to me to be the identical party he or she claims to be.

_____
Signature and Seal of Notary Public

ATTACHMENT "D"

CERTIFICATIONS, AFFIDAVITS & PROJECT CLOSEOUT

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

STATE OF: ALABAMA COUNTY OF: MOBILE

CITY OF MOBILE
CITY PROJECT NO. 2024-3005-16
SPRING HILL COURT RETAINING WALL IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____ SURETY: _____

_____ _____

In accordance with the provisions of the Contract between the Owner and the Contractor listed above,

the Surety Company, _____

on bond of Contractor, _____

hereby approved the final payment to the Contractor, and agrees that the final payment to the Contractor shall not relieve the Surety Company of any of its obligations to Owner, _____ THE CITY OF MOBILE, ALABAMA.

IN WITNESS WHEREOF, the Surety Company has hereinto set its hand and seal this

_____ day of _____, 20_____.

_____
Surety Company

_____
Witness

_____
Signature of Authorized Agent

_____
Title_____

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS & DEBTS

PROJECT: **CITY PROJECT NO. 2024-3005-16**
SPRING HILL COURT RETAINING WALL IMPROVEMENTS

OWNER: CITY OF MOBILE, ALABAMA

CONTRACTOR: _____

State of:_____
County of:_____

The undersigned hereby certifies that, except as listed below, he has paid in full or otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the contract referenced above for which the owner or his property might in any way be held responsible.

EXCETION: (If none, write none)_____
_____
_____
_____
_____

Contractor:_____

Subscribed and sworn to before me this

_____ _____day of _____, 20___.

By:_____

Title:_____

Notary Public:_____

My Commission Expires:_____

CITY OF MOBILE

CONTRACTOR'S CLOSEOUT REQUIREMENTS

The Contractor shall execute the following requirements as follows:

1. The Contractor must publicly advertise the NOTICE OF COMPLETION furnished by Engineer a minimum of once a week for four (4) consecutive weeks.

2. The Contractor must execute copies of CONTRACTOR'S AFFIDAVIT OF PAYMENT OF CLAIMS AND DEBTS on the form furnished by the Engineer.

3. The contractor must have his surety execute copies of CONSENT OF SURETY TO FINAL PAYMENT on the form furnished by the Engineer.

4. The Contractor must furnish a letter on his letterhead acknowledging that acceptance of final payment by the Contractor constitutes a waiver of all claims, present or future, in connection with this project.

5. The Contractor must furnish a written guarantee on his letterhead covering all defects in material and workmanship for a period of one (1) year commencing on the date of final acceptance.

6. Contractor must provide a Maintenance Agreement for the grassing for up to (1) year.

7. The Contractor must provide a DBE Utilization Report summarizing the DBE participation to include name of DBE firm, address, telephone number, and amount paid.

All the above requirements must be satisfied by the Contractor before final payment can be made.

ATTACHMENT "E"

SECRETARY OF STATE REGISTRATION

ATTACHMENT "F"

TAX EXEMPTION

REGULATORY REQUIREMENTS AND TAX EXEMPTIONS:

A. DESCRIPTION OF REQUIREMENTS

1. This project is being bid EXCLUDING TAXES and requires the Contractor to comply with applicable provides of the Section 40-9-14.1, Code of Alabama, 1975, as amended; applicable provisions of the Alabama Administrative Code; Alabama Department of Revenue Regulation 810-6-3-.77 and applicable requirements of the Alabama Department of Revenue (ADOR). The Contractor and the Owner will be required to apply for Certificates of Exemption with the ADOR which will handle administration of the Certificates. The Contractor shall account for the tax savings for Base Bid and Alternates on the revised proposal attached hereto, in addition to filings and reports required by the Alabama Department of Revenue during the course of the project.

2. Base bid and all Alternate Bids shall exclude state and local sales and use taxes charged to a contractor licensed by the State Licensing Board for General Contractors or subcontractor for the purchase of construction materials and supplies and other tangible personal property that becomes part of this project.

3. Forms required to be completed and submitted shall be those included in the Bid and Contract Documents; those required by the ADOR; and any others as required by the Owner.

4. The purchase of tools, equipment, and similar items, which do not become the Owner's property, are specifically excluded from these sales and use tax exemptions, and any additional exclusions as required by the ADOR's Rules and Regulations.

B. GENERAL PROCEDURES

1. The provisions of this section shall take precedence over applicable portions of the Contract and Bid Documents including, in part, "Instructions to Bidders," "General Conditions of the Contract" and "Supplementary Conditions"; unaltered provisions of those documents shall remain in effect.

2. The Contractor, subcontractors, and all material dealers are hereby made aware of the Intent of the Owner to reduce the cost of the Project by the purchase of property, materials, etc., in the manner described herein, and neither they nor the Contractor shall withhold their consent to this arrangement.

3. Any and all administrative costs incurred by Contractors and subcontractors administering the tax savings shall be considered to be included in the Base Bid Proposal and each Alternate for the Work. No additional amount shall be added to the Contract because of the service provided by the Contractor in the purchase of property, materials, etc., as described herein, or in reporting exempt purchases to the ADOR, or otherwise complying with the reporting requirements established by the ADOR.

4. The administration of the sales and use tax savings shall be administered as indicated herein and as otherwise required or directed by the ADOR. In the event of conflict, the requirements or directions of the ADOR shall govern.

5. The Contractor, notwithstanding this special purchase arrangement, shall select, describe, order, obtain approvals, submit samples, coordinate, process, prepare shop drawings, pursue, receive, inspect, store, protect, insure, guarantee, warrantee, provide, and otherwise be responsible for all materials and systems, the same as if this tax savings procedure were not implemented.

6. When necessary or required Purchase Orders shall be used for materials for Work on this project only.

7. The Contractor or subcontractor, as the case may be, shall be liable for any actual sales and use tax due; all assessments; and all civil penalties levied by the ADOR as a result of the failure to implement this procedure; the failure to properly report as required by the ADOR; or any unauthorized purchase or use of purchase orders.

8. The Contractor shall utilize the attached Accounting of Sales Tax Form in submitting its base bid and additive alternate bid.

ACCOUNTING OF SALES TAX FORM

To: City of Mobile **Date:** 2/5/25

Name of Project: Spring Hill Court Retaining Wall Improvements
Project Number: 2024-3005-16

SALES TAX ACCOUNTING
Pursuant to Act 2021-372, the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
BASE BID:	$ 8,500.00
ALTERNATE BID 1:	$ 500.00
ALTERNATE BID 2:	$ 2,500.00

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder PL Russell LLC
Mailing Address 251 Saint Anthony St Mobile, AL 36603

***By (Legal Signature)**

*Name (type or print) Ben Russell (Seal)

*Title President

Telephone Number 251-599-1146

Alabama Secretary of State

PL Russell LLC	
Entity ID Number	001-025-850
Entity Type	Domestic Limited Liability Company
Principal Address	Not Provided
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Alabama
Formation Date	06/19/2022
Registered Agent Name	Russell, Benjamin S
Registered Office Street Address	4100 Ursuline Drive Mobile, AL 36608
Registered Office Mailing Address	4100 Ursuline Drive Mobile, AL 36608
Nature of Business	
Transactions	
Transaction Date	06/19/2022
Miscellaneous Filing Entry	New Entity Effective 06-20-2022
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	06/19/2022 Certificate of Formation 3 pgs.

Browse Results New Search

Company ID Number: 381201 Client Company ID Number: 2306613

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING AN E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the PL Russell, LLC (Employer), and the E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

3. The Employer shall become familiar with and comply with the most recent version of the E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the E-Verify Employer Agent.

4. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 1-888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete I-Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

5. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

6. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 5 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify

7. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

8. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

9. The Employer must use E-Verify (through its E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

10. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

11. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance
(indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status
(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment.
Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

12. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

13. The Employer agrees that it will use the information it receives from E-Verify (through its E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email a E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

15. The Employer acknowledges that the information it receives through the E-Verify Employer Agent from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

16. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify (whether directly or through their E-Verify Employer Agent), which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

17. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

18. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

19. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

20. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

21. The Employer agrees that it will notify its E-Verify Employer Agent immediately if it is awarded a federal contract with the FAR clause. Your E-Verify Employer Agent needs this information so that it can update your company's E-Verify profile within 30 days of the contract award date.

B. RESPONSIBILITIES OF E-VERIFY EMPLOYER AGENT

1. The E-Verify Employer Agent agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the E-Verify Employer Agent representatives who will be accessing information under E-Verify and shall update them as needed to keep them current.

2. The E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the E-Verify User Manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

3. The E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

4. The E-Verify Employer Agent agrees that any E-Verify Employer Agent Representative who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

   a. The E-Verify Employer Agent agrees that all E-Verify Employer Agent representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors, if any of the Employers represented by the E-Verify Employer Agent is a Federal contractor.

   b. Failure to complete a refresher tutorial will prevent the E-Verify Employer Agent and Employer from continued use of E-Verify.

5. The E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

6. The E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

7. The E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

8. The E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

9. The E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.1 below.

10. The E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify rules and procedures. The E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability

11. When the E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

12. If data is transmitted between the E-Verify Employer Agent and its client, then the E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the E-Verify Employer Agent.

13. The E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

14. The E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

15. The E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify Employer Agent services and any claim to that effect is false.

16. The E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

17. The E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

18. The E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The E-Verify Employer Agent shall ensure that the E-Verify Employer Agent and the Employers represented by the E-Verify Employer Agent carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The E-Verify Employer Agent should instruct the client to keep the E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the E-Verify Employer Agent's responsibility to ensure that its clients are in compliance with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

   a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. HS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the E-Verify Employer Agent may voluntarily terminate this MOU upon giving DHS 30 days' written notice.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

5. Upon termination of the relationship between an Employer and their E-Verify Employer Agent, E-Verify cannot provide the Employer with its records. The Employer agrees to seek its records from the E-Verify Employer Agent.

ARTICLE VI
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of

DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the E-Verify Employer Agent, and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to:
(1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. PL Russell, LLC (Employer) hereby designates and appoints Employee Liability Management, Inc. (E- Verify Employer Agent), including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS. If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 381201 **Client Company ID Number:** 2306613

Approved by:

Employer PL Russell, LLC	
Name (Please Type or Print) Benjamin Russell	**Title**
Signature Electronically Signed	**Date** 10/25/2023
E-Verify Employer Agent Employee Liability Management, Inc.	
Name (Please Type or Print) Haley Quinn	**Title**
Signature Electronically Signed	**Date** 10/25/2023
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	**Title**
Signature Electronically Signed	**Date** 10/25/2023

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	PL Russell, LLC
Company Facility Address	251 Saint Anthony St Mobile, AL 36603
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	882868528
North American Industry Classification Systems Code	238
Parent Company	
Number of Employees	10 to 19
Number of Sites Verified for	1 site(s)

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

AL	1

Company ID Number: 381201 **Client Company ID Number:** 2306613

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Benjamin Russell
Phone Number	2514700700
Fax	
Email	hquinn@elminfo.com

This list represents the first 20 Program Administrators listed for this company.

ITEM V

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we PL Russell, LLC as Principal and Western Surety Company as Surety, are held and firmly bound unto said City of Mobile, a political subdivision of the body corporate in the State of Alabama, hereinafter called the Obligee, in the penal sum of three hundred forty-nine thousand, five hundred fifteen - ct 49/100 Dollars ($ 349,515.49) lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated March 13, 20 25 (hereinafter called the Contract) for **SPRING HILL COURT RETAINING WALL IMPROVEMENTS, City of Mobile Project No: 2024-3005-16** which Contract the Specifications for said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal, all subcontractors to whom any portion of the work in said Contract is sublet, all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the successful claimant or plaintiffs in suits or claims against the CONTRACTOR arising out of or in connection with the said Contract, then the above obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is subject to the following conditions and limitations:

(a) Any person, firm or corporation that has furnished labor, materials, or supplies for or in the projection of the work provided for in said Contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the CITY, in which the work provided for in said Contract is to be performed or in any CITY in which said Principal or Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against the Principal and Surety or either of them (but not later than one year after the final settlement of said Contract falls due) in which action such claim or claims shall be adjusted and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint the Mayor of the City of Mobile, Mobile County, State of Alabama, or his successor or representative, as the agent of each of them to receive and accept services of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety.

(c) The Surety shall not be liable hereunder for any damage or compensation recoverable under Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said contract.

(e) This Bond is given pursuant to the terms of an Act of the Legislature of the State of Alabama approved February 8, 1935, entitled: "An Act to Further Provide for Bonds of Contractors on State and Other Public Works and Suits Thereon."

SIGNED, SEALED AND DELIVERED this 13th day of March 20 25.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST:
Amelia Russell
(Signature)

BEN RUSSELL
(Print)

Amelia Russell (Print)

ITS: PRESIDENT
(Title)

ITS: Secretary

Western Surety Company

(Surety sign here) (Corporate name)

BY: _____
(Signature)

Thomas I. Gentile
Attorney in fact
(Print)

ATTEST: Renee Ellis
(Signature)

ITS: _____
(Title)

Renee Ellis (Print)

ITS: Witness

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ITEM VI

PERFORMANCE BOND

KNOW ALL MEN: That we PL Russell, LLC
(Name of Contractor)
a Corporation, Partnership, or Individual (underline correct legal title of Contractor), hereinafter called the "Principal", and

Western Surety Company
(Name and Address or legal title of one or more sureties)

hereinafter called the "Surety" or "Sureties", are held and firmly bound unto the Council of the City of Mobile, Alabama hereinafter called the "Owner", in the sum of Three hundred forty-nine thousand, five hundred fifteen —— & 49/100 dollars ($ 349,515.49), for the payment whereof the Principal and the Surety or Sureties bond themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by means of a written agreement dated March 13, 2025 entered into a Contract with the Owner for **SPRING HILL COURT RETAINING WALL IMPROVEMENTS, City of Mobile Project No: 2024-3005-16**, which agreement is by reference made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the Contract on his part, and satisfy all claims and demands, incurred for the same, and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure to do so, and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default, thence this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED, however, that no suit action or proceedings by reason of any default whatever be brought on his Bond after twelve months from the day on which the final payment under the Contract falls due.

PROVIDED, further that the said Surety, or Sureties, for the value received hereby stipulate and agree that no charge, extension of time or addition to the terms of the Contract or to the work to be performed thereunder of the Specifications thereof shall in any way effect their obligations on this bond, and they do hereby waive notice of such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the Specifications.

SIGNED, SEALED AND DELIVERED this 13th day of March 20 25.

Individual Principals sign here

_____(SEAL)

In the presence of:

_____(Print)

_____(SEAL)

_____ _____(Print)

_____(SEAL)

_____ _____(Print)

PL Russell, LLC
(Corporate Name)

BY: _____
(Signature)

ATTEST:
Amelia Russell
(Signature)

Ben Russell
(Print)

Amelia Russell (Print)

ITS: President
(Title)

ITS: Secretary
(Title)

Western Surety Company
(Surety sign here) (Corporate name)

BY: _____
(Signature)

Thomas J. Gentile
Attorney In Fact
(Print)

ATTEST:
Renee Ellis
(Signature)

ITS: _____
(Title)

Renee Ellis (Print)

ITS: Witness
(Title)

Corporate Seal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this day of , 2025.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CAPITAL CONTRACT SUMMARY SHEET

C#5316

CAPITAL CONTRACT SUMMARY SHEET(2 COPIES REQUIRED)

PROJECT NAME: **History Museum of Mobile - HVAC Upgrades**
CAPITAL PROJECT #: **C0908 (20002000-48010)**
CONTRACT AMOUNT: **$335,000.00** **DATE OF RECEIPT:** **3/20/2025**
ARCHITECTURAL ENGINEERING PROJECT #: **MU-008-24**
PROJECT DESCRIPTION: **Removal of the existing chiller and installation of a new chiller which includes connections, piping, etc. included in the design**
VENDOR NAME: **James B. Donaghey, Inc.**

VENDOR NUMBER: **295059**
DEPT #: **3032** **DEPT NAME:** **ARCHITECTURAL ENGINEERING**
CONTRACT ADMINISTRATOR: **Carleen Stout (Director of REAM)**
Please Select by circling one (Type):

Architectural	Engineering	Testing Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)
Performance-Contributed	Contractual	Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y **X** **N** ___ ; 5% of the 1st 50% **X** or
If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
****General Construction requires Change Order for 10% overages*.**
Prepared by: **Emma Dean – Office Assistant II** **Date:** **03/19/2025**

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
William Carroll, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:
Removal of the existing chiller and installation of a new chiller which includes connections, piping, etc. included in the design

Amount of Contract:
$335,000.00

Funding Source
C0908 HISTORY MUSEUM HVAC (20002000-48010)

ATTACHMENTS:
1. CAP-00002 - JAMES B DONAGHEY INCConstruction5076 - Draft Contract for Review

REVIEWERS:
Lana Gauthier
Lana Gauthier

R E S O L U T I O N

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	James B. Donaghey, Inc.
Project Name:	History Museum of Mobile - HVAC Upgrades
Project Number:	MU-008-24
Amount:	$335,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: History Museum of Mobile - HVAC Upgrades

CAPITAL PROJECT #: C0908 (20002000-48010)

CONTRACT AMOUNT: $335,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-008-24

PROJECT DESCRIPTION: Removal of the existing chiller and installation of a new chiller which includes connections, piping, etc. included in the design

VENDOR NAME: James B. Donaghey, Inc.

VENDOR NUMBER: 295059

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50% **_X__** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.**

Prepared by: Emma Dean – Office Assistant II **Date:** 03/19/2025

03.19.2025
07:43AM
Dear Council Members:

Attached to this memo is an agreement between the JAMES B DONAGHEY INC and the City of Mobile, for the project titled “History Museum of Mobile - HVAC Upgrades” in the amount of $335,000.00.

Chiller replacement project tied to grant funded chiller replacement project MU-013-24; Donaghey was only bidder, due to nature project specific to chiller replacement, majority of the work is sole sourced and self performed with no DBE participation.

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody
Architectural Engineer
Architectural Engineering
(251) 208-1083

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

James B. Donaghey, Inc.
1770 Old Shell Rd.
Mobile, AL 36604
City of Mobile Business License Number: 143700
Secretary of State Registration Number: 000-006-025

for the following Project:
(Name, location and detailed description)

History Museum of Mobile – HVAC Upgrades
111 S Royal Street, Mobile, AL 36602
Replacing one chiller with a Boiler as an alternate at the History Museum of Mobile
MU-008-24

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Jaguar Consulting, LLC
8658 Capital Drive
Mobile, al 36695

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than three hundred (300) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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User Notes: (2036617556)

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Thirty Five Thousand and 00/100 ($ 335,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $310,000.00
Contingency Allowance: $25,000.00
Total Bid: $335,000.00
Alternate:
Total Contract Sum: $335,000.00

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

(Table deleted)
(Paragraphs deleted)
§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Twenty Five Thousand "and 00/100" ($ 25,000.00)

(Table deleted)

A. Contingency Allowance shall cover the cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:

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(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

- **.1** the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and
- **.2** a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that James B. Donaghey, Inc. has completed the contract for MU-013-24, History Museum of Mobile – Chiller Replacement. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Zachary Vallee
1770 Old Shell Rd.
Mobile, AL 36604
zvallee@donagheymechanical.com
251-476-6494

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage.
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America,

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

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.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit
D.	Damage to Rented Premises	$1,000,000 each occurrence

.4 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.5 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.6 Umbrella/Excess Liability: <$2,000,000 combined single limit each occurrence for bodily injury and/or property damage>

.7 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by

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others, comprising total value for the entire Project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.8 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.9 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.10 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on

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account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum ten (10) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required

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by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
T100	Title Sheet	10/23/2024
Mechanical		
M-100	Legend Notes, Details Schedules, and Abbreviations	10/23/2024
M-200	Site Plan – Mechanical	10/23/2024
M-300	Enlarged Plans – Demolition	10/23/2024
M-400	Enlarged Plans – New Work	10/23/2024
M-500	Controls	10/23/2024
Electrical		
E100	Electrical Legend and Specifications	10/23/2024
E200	Electrical Site Plan	10/23/2024
E300	Enlarged Electrical Existing Plan	10/23/2024
E400	Enlarged Electrical New Work Plan	10/23/2024

.4 Specifications

Section	Title	Date
230000	HVAC General	10/23/2024
230010	Codes and Standards	10/23/2024
230020	HVAC Related Work	10/23/2024
230519	Meters & Gauges	10/23/2024
230523	Valves	10/23/2024
230529	Hangers & Supports	10/23/2024
230539	Testing, Cleaning, & Sterilization for HVAC Piping	10/23/2024
230548	Vibration Isolation	10/23/2024
230553	HVAC Identification	10/23/2024
230590	Startup Requirements for HVAC Systems	10/23/2024
230593	Testing, Adjusting, & Balancing	10/23/2024
230716	HVAC Equipment Insulation	10/23/2024
230719	HVAC Piping Insulation	10/23/2024
230900	Instrumentation & Controls	10/23/2024
232113	Hydronic Piping	10/23/2024
232116	Hydronic Piping Specialties	10/23/2024
235200	Heating Water Coolers	10/23/2024

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User Notes:
(2036617556)

.5 Addenda, if any:

Number	Date
Addendum 1	11/08/2024
Addendum 2	11/15/2024
Addendum 3	11/25/2024
Addendum 4	11/26/2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraph deleted)

.6 Other Exhibits:

(Paragraphs deleted)

§ 9.2

(Paragraph deleted)

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor
	AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment
	AIA Document G702 and
	AIA Document G703 with DBE Utilization Report
	Certificate of Substantial Completion
	AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims-
	AIA Document G706
	Contractor's Affidavit of Release of Liens
	AIA Document G706A
	Consent of Surety to Final Payment
	AIA Document G707

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§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: James B. Donaghey, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Joseph M. Vallee, Vice President / Treasurer
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph M. Vallee as Vice President / Treasurer of James B. Donaghey, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 29 day of January, 20 25.

Rhonda Arrington
NOTARY PUBLIC
My Commission Expires: 7/14/25

RHONDA ARRINGTON NOTARY PUBLIC ALABAMA STATE AT LARGE

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User Notes:

EXHIBIT A
SCOPE OF WORK

History Museum of Mobile

HVAC Upgrades

Project #MU-008-24

The contractor will remove the existing chiller and replace with a new chiller including any and all electrical and plumbing components included in the design.

END OF SCOPE OF WORK

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, James B. Donaghey, Inc. 1770 Old Shell Rd. Mobile, AL 36604, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Thirty Five Thousand and 00/100 ($ 335,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete History Museum of Mobile – HVAC Upgrades (MU-008-24) 111 S Royal Street, Mobile, AL 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Joseph M Vallie, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OHS IV
(Signature)
Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OHS IV
(Signature)
Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1877 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond # PRF9466919

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, , James B. Donaghey, Inc. 1770 Old Shell Rd. Mobile, AL 36604, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way Schaumburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Thirty Five Thousand and 00/100 ($ 335,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete History Museum of Mobile – HVAC Upgrades (MU-008-24) 111 S Royal Street, Mobile, AL 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Joseph M. Vallie, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, James B. Donaghey, Inc. 1770 Old Shell Rd. Mobile, AL 36604, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Thirty Five Thousand and 00/100 ($ 335,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete History Museum of Mobile – HVAC Upgrades (MU-008-24) 111 S Royal Street, Mobile, AL 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Joseph M. Vallée, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OHS IV
(Signature)
Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OHS IV
(Signature)
Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond # PRF9466919

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, , James B. Donaghey, Inc. 1770 Old Shell Rd. Mobile, AL 36604, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way Schaumburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Thirty Five Thousand and 00/100 ($ 335,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete History Museum of Mobile – HVAC Upgrades (MU-008-24) 111 S Royal Street, Mobile, AL 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Joseph M. Vallé, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, James B. Donaghey, Inc. 1770 Old Shell Rd. Mobile, AL 36604, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196, hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Thirty Five Thousand and 00/100 ($ 335,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete History Museum of Mobile – HVAC Upgrades (MU-008-24) 111 S Royal Street, Mobile, AL 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Joseph M Vallie, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

Colonial American Casualty and Surety Company CORPORATE SEAL Illinois
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1927 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Bond # PRF9466919

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, , James B. Donaghey, Inc. 1770 Old Shell Rd. Mobile, AL 36604, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way Schaumburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Thirty Five Thousand and 00/100 ($ 335,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete History Museum of Mobile – HVAC Upgrades (MU-008-24) 111 S Royal Street, Mobile, AL 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Jason M Valle, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: James B. Donaghey, Inc.	**Certified DBE:** YES (NO)	**Contract Start Date:** 1/20/25
DESCRIPTION: History Museum of Mobile - HVAC Upgrades		**Estimated Completion Date:** 12/31/25

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: Zachary Vallee

SIGNATURE: _____, Project Manager (Title) 12/4/2024 (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	James B. Donaghey, Inc.
Address	1770 Old Shell Rd. Mobile, AL 36604
Telephone	251-476-6494
E-Mail	zvallee@donagheymechanical.com

RFP/RFQ Solicitation Number	MU-008-24
Project Description	HISTORY MUSEUM OF MOBILE - HVAC UPGRADES
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X Vets X Total #of Employees 150

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Zachary Vallee

Signature: _____ Date: 12-4-24

Title: Project Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Zachary Vallee Title: Project Manager

E-mail:_ Phone: zvallee@donagheymechanical.com

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # MU-008-24 Your Bid/Proposal Amount $_____ Date: 12 / 4 / 24

Description HISTORY MUSEUM OF MOBILE - HVAC UPGRADES

Name of Bidder/Proposer: James B. Donaghey, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
JCI		Controls	80,000	20	No	
Masters		Insulation	10,000	5	NO	
Daikin		Chiller	100,000	30	NO	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: James B. Donaghey, Inc.

Contact Person: Zachary Vallee Phone 251-476-6494 Email zvallee@donagheymechanical.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	✓	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

The majority of this work is Sole Source + self performed

Suggestions or comments to improve this program. _____

No Suggestions for this project

E-Verify

Company ID Number: 352941

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **James B. Donaghey, Inc.**	
Arras Robert	
Name (Please Type or Print)	Title
Electronically Signed	**08/24/2010**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**08/24/2010**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**James B. Donaghey, Inc.**
Company Facility Address:	**1770 Old Shell Rd.**
	Mobile, AL 36604
Company Alternate Address:	**P.O. Box 66647**
	Mobile, AL 36660
County or Parish:	**MOBILE**
Employer Identification Number:	**630419565**

Company ID Number: 352941

North American Industry Classification Systems Code:	238
Parent Company:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Arras C Robert		
Telephone Number:	(251) 476 - 6494	Fax Number:	(251) 473 - 4147
E-mail Address:	rarras@donagheymechanical.com		
Name:	Rhonda L Arrington		
Telephone Number:	(251) 476 - 6494	Fax Number:	(251) 473 - 4147
E-mail Address:	rarrington@donagheymechanical.com		

Alabama Secretary of State

James B. Donaghey, Inc.	
Entity ID Number	000-006-025
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	06/25/1959
Registered Agent Name	SANDERS, JAMES J
Registered Office Street Address	1770 OLD SHELL ROAD MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	HEATING PLUMBING ETC
Capital Authorized	$10,000
Capital Paid In	$2,500
Incorporators	
Incorporator Name	DONAGHEY, JAMES B
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SANDERS, MAYNARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	FEASTER, HOUSTON H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DONAGHEY, JAMES M
Incorporator Street Address	Not Provided

James B. Donaghey, Inc.	
Incorporator Mailing Address	Not Provided
Incorporator Name	DONAGHEY, MARIE M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DONAGHEY, JOSEPH M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	09/04/1973
Legal Name Merged	James B. Donaghey Mechanical Contractors, Inc.
Transaction Date	09/04/1973
Legal Name Merged	Donaghey Development Company, Inc.
Transaction Date	03/17/1987
Legal Name Merged	Merit Mechanical Contractors Incorporated
Transaction Date	09/28/2007
Registered Agent Changed From	* Added
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/04/1973 Merger 14 pgs.
Document Date / Type / Pages	03/17/1987 Merger 21 pgs.
Document Date / Type / Pages	09/28/2007 Registered Agent Change 1 pg.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

License#: 2081754
JAMEBDO-02

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334
FAX (A/C, No): 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Insurance Company	10335
INSURER B : Middlesex Insurance Company	23434
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
James B. Donaghey, Inc.
P. O. Box 66647
Mobile AL 36660

COVERAGES **CERTIFICATE NUMBER:** 1361380020 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			A0234884005	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			A0234884001	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			A0234884006	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A		196-38228	1/1/2025	1/1/2026	X PER STATUTE X OTH-ER	Other States
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Leased/Rented Equipment			A0234884002	1/1/2025	1/1/2026	Limit: $100,000	Ded: $1,000
B	Errors & Omissions			A0234884005	1/1/2025	1/1/2026	Limit: $1,000,000	Ded: $5,000
B	Builders Risk/Installation Fltr			A0234884002	1/1/2025	1/1/2026	See Below****	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

****REVISED: THIS CERTIFICATE SUPERCEDES ANY PREVIOUSLY ISSUED CERTIFCATES****

****Builders Risk / Installation Floater****
Limit: Any One Project Site: $1,000,000; Any Other Location: $1,000,000; Property in Transit: $100,000; Deductible: $5,000

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JAMEBDO-02

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	James B. Donaghey, Inc. P. O. Box 66647 Mobile AL 36660
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Automobile Liability, and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy is follow form.

The Workers' Compensation policy includes other states coverage for the following states: FL, GA, LA, MS, SC

The Workers' Compensation policy excludes officers: Bob Clapper, Joe Vallee' and Judson Sanders

Project Name and Number: History Museum of Mobile – HVAC Upgrades - 111 S Royal Street, Mobile, AL 36602 (MU-008-24)

Certificate holder is complete to include: City of Mobile

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: James B . Donaghey, Inc.

Endorsement Effective Date: 01-01-25

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the “accident” you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: James B Donaghey Inc

Endorsement Effective Date: 01/01/2025

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to a person(s) or organization(s), but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written aggrement in effect prior to any loss or damage.	Jobsites as described in contracts
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites as described in contracts
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 13 Additional Insured Types**
   - **A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
   - **B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
   - **C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
   - **D.** Lessor of Leased Equipment
   - **E.** Owners or Other Interests From Whom Land Has Been Leased
   - **F.** Manager or Lessor of Premise
   - **G.** Mortgagee, Assignee, or Receiver
   - **H.** Controlling Interest
   - **I.** Co-owner Of Insured Premises
   - **J.** Executors, Administrators, Trustees Or Beneficiaries
   - **K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   - **L.** Vendors
   - **M.** Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the “products-completed operations hazard” is not excluded by endorsement.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2) This insurance does not apply to:

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a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

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K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

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(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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CAPITAL CONTRACT SUMMARY SHEET

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

PROJECT NAME: History Museum of Mobile - Chiller Replacement

CAPITAL PROJECT #: G-EECBG24 (20002000-48010)

CONTRACT AMOUNT: $350,000.00 **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: MU-013-24

PROJECT DESCRIPTION: Removal of the existing chiller and installation of a new chiller which includes connections, piping, etc. included in the design

VENDOR NAME: James B. Donaghey, Inc.

VENDOR NUMBER: 295059

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)
Performance-Contributed	Contractual	Non-Contractual

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50% **_X__** or
If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders
*****General Construction requires Change Order for 10% overages***.

Prepared by: Emma Dean – Office Assistant II Date: 03/19/2025

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
William Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:
Removal of the existing chiller and installation of a new chiller which includes connections, piping, etc. included in the design

Amount of Contract:

Funding Source
$350,000.00

ATTACHMENTS:
1. MU-013-24 Contract Signed

REVIEWERS:
Lana Gauthier
Lana Gauthier

R E S O L U T I O N

2025

Sponsored by:
Mayor William S. Stimpson and Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an Agreement, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company: James B. Donaghey, Inc..

Project Name: History Museum of Mobile - Chiller Replacement

Project Number: MU-013-24

Amount: $350,000.00

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: History Museum of Mobile - Chiller Replacement

CAPITAL PROJECT #: G-EECBG24 (20002000-48010)

CONTRACT AMOUNT: $350,000.00 **DATE OF RECEIPT:** _____

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DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: Carleen Stout (Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y _X__ N ___ ; 5% of the 1st 50% **_X__** or

If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages*.**

Prepared by: Emma Dean – Office Assistant II **Date:** 03/19/2025

03.19.2025
09:20AM
Dear Council Members:

Attached to this memo is an agreement between the JAMES B DONAGHEY INC and the City of Mobile, for the project titled “History Museum of Mobile - Chiller Replacement” in the amount of $350,000.00.

Chiller replacement project tied to grant funded chiller replacement project MU-013-24; Donaghey was only bidder, due to nature project specific to chiller replacement, majority of the work is sole sourced and self performed with no DBE participation. Funds approved yesterday at council. Needs to be expedited for grant timeline.

We look forward to continued communication on this important project. Please call me at (251) 208-1083 or email me at jody.russell@cityofmobile.org with questions or concerns.

Respectfully,

Russell, Jody
Architectural Engineer
Architectural Engineering
(251) 208-1083

Information on this project is follows:

Commitment Type:	Construction
Department:	Architectural Engineering
Fiscal Year:	2024
District:	

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P.O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

James B. Donaghey, Inc.
1770 Old Shell Rd.
Mobile, AL 36604
City of Mobile Business License Number: 143700
Secretary of State Registration Number: 000-006-025

for the following Project:
(Name, location and detailed description)

History Museum of Mobile – Chiller Replacement
111 S Royal Street, Mobile, AL 36602
Replacing one chiller at the History Museum of Mobile
MU-013-24

The Architect:
(Name, legal status, address and other information)

Architectural Engineering Department
P.O. Box 1827
Mobile, Alabama 36633-182702

Jaguar Consulting, LLC
8658 Capital Drive
Mobile, al 36695

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:
(1698128179)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[X] A date set forth in a notice to proceed issued by the Owner.
(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than Three hundred (300) calendar days from the date of the Notice to Proceed for commencement of the Work.

§ 3.3.2 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.
(Table deleted)
(Paragraph deleted)

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ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Three Hundred Fifty Thousand and 00/100 ($ 350,000.00), subject to additions and deductions as provided in the Contract Documents.

Base Bid: $325,000.00
Contingency Allowance: $25,000.00
Total Bid: $350,000.00

Total Contract Sum: $350,000.00

§ 4.2 Alternates
§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

(Table deleted)
(Paragraphs deleted)
§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
Contingency Allowance: Twenty Five Thousand "and 00/100" ($ 25,000.00)

(Table deleted)
A. Contingency Allowance shall cover the cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
N/A		

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)
ARTICLE 5 PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

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§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty (40) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then current Modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified.

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid. The DBE Utilization Report shall be included with the pay application.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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N/A

§ 5.1.7.2
(Paragraphs deleted)
Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

(Paragraphs deleted)
§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Owner and the project accepted.

§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:
•Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
a.) Contractor's Release or Waiver of Liens
b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
•Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
•Consent of Surety, if any, to final payment (AIA form G707, included in contract documents);
•Any additional close out requirements per the contract documents; and
•Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

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The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION

In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that James B. Donaghey. Inc. has completed the contract for MU-013-24, History Museum of Mobile – Chiller Replacement. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Architectural Engineering Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Engineer will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

N/A

§ 6.2 Binding Dispute Resolution

For any Claim, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction

§ 6.3 Governing Law and Venue

(Paragraph deleted)
This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue of any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraphs deleted)
§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

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Director, REAM
P.O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Zachary Vallee
1770 Old Shell Rd.
Mobile, AL 36604
zvallee@donagheymechanical.com
251-476-6494

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth below:
The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
.4 Claims for damages insured by usual personal injury liability coverage.
.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom.
.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle.
.7 Claims for bodily injury or property damage arising out of completed operations; and
.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a licensed Agent of Alabama, with the Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama and the United States of America,

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

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.5 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury and Property Damage	$1,000,000 combined single limit
D.	Damage to Rented Premises	$1,000,000 each occurrence

.6 Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit of $2,000,000 shall apply on a "Per Project" Basis.
E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below
F. Broad Form Property Damage Coverage, including Completed Operations.
G. Personal Injury Liability, with employee's exclusions removed.
H. Explosion and Collapse Hazard:
Included or X Not Applicable.
I. Underground Hazard:
Included or X Not Applicable.

.7 The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury and Property damage	$1,000,000 combined single limit

.8 Umbrella/Excess Liability: <$2,000,000 combined single limit each occurrence for bodily injury and/or property damage>

.9 Builder's Risk Coverage (Property Insurance): The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

A. The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis.

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Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors, Sub-subcontractors, and the Design Professionals in the Project.

B. Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

C. If the property insurance requires deductibles, the Contractor shall pay costs not covered because of such deductibles. Deductibles shall be limited to a maximum of $2,500.00 unless the loss is caused by windstorm; then deductible shall be a maximum of three percent (3%) of the insured value.

D. This property insurance shall cover the full value of equipment, material, and other portions of the Work stored off the site, and also portions of the Work in transit. There shall be no limits on the value of loss per occurrence.

E. A named storm endorsement is required. The deductible shall be a maximum of three percent (3%) of the insured value.

.10 A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

.11 The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

.12 The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

Certificates of insurance acceptable to the Owner shall be filed with the Owner within ten (10) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least thirty (30) days' (except ten (10) days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

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All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).

2. Power of Attorney is required for both bonds.

3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

4. A Surety licensed to do business in the State of Alabama must execute the bonds.

5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Indemnification:
Contractor shall indemnify, defend and hold harmless City and its officers, elected officials, agents, representatives, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions) arising from or in connection with Contractor's performance under this agreement, including but not limited to, environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property. Contractor hereby confirms and agrees that Contractor is not a 'design professional' as defined in Alabama Act 2021-318, and not required to carry professional liability insurance for the performance or obligations of this contract.

§ 8.7 Other provisions:

Contractor shall provide a minimum ten (10) years warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract, unless otherwise specified. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

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§ 8.8 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

(Paragraph deleted)

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
T100	Title Sheet	10/23/2024
Mechanical		
M-100	Legend Notes, Details Schedules, and Abbreviations	10/23/2024
M-200	Site Plan – Mechanical	10/23/2024
M-300	Enlarged Plans – Demolition	10/23/2024
M-400	Enlarged Plans – New Work	10/23/2024
M-500	Controls	10/23/2024
Electrical		
E100	Electrical Legend and Specifications	10/23/2024
E200	Electrical Site Plan	10/23/2024
E300	Enlarged Electrical Existing Plan	10/23/2024
E400	Enlarged Electrical New Work Plan	10/23/2024

.4 Specifications

Section	Title	Date
230000	HVAC General	10/23/2024
230010	Codes and Standards	10/23/2024
230020	HVAC Related Work	10/23/2024
230519	Meters & Gauges	10/23/2024
230523	Valves	10/23/2024
230529	Hangers & Supports	10/23/2024
230539	Testing, Cleaning, & Sterilization for HVAC Piping	10/23/2024
230548	Vibration Isolation	10/23/2024
230553	HVAC Identification	10/23/2024
230590	Startup Requirements for HVAC Systems	10/23/2024
230593	Testing, Adjusting, & Balancing	10/23/2024
230716	HVAC Equipment Insulation	10/23/2024
230719	HVAC Piping Insulation	10/23/2024
230900	Instrumentation & Controls	10/23/2024
232113	Hydronic Piping	10/23/2024
232116	Hydronic Piping Specialties	10/23/2024
236423	Air-Cooled Scroll Water Chillers	10/23/2024

.5 Addenda, if any:

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Number	Date
Addendum 1	11/08/2024
Addendum 2	11/15/2024
Addendum 3	11/25/2024
Addendum 4	11/26/2024

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

(Paragraphs deleted)

.6 Other Exhibits:

(Paragraph deleted)

§ 9.2

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

§ 9.2.1 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

BIDDING AND CONTRACT REQUIREMENTS

Section 00100	Invitation to Bid
Section 00200	Instructions to Bidders-AIA Document A701-2018
Section 00300	Supplementary Instructions to Bidders
Section 00400	Bid Form
	Accounting of Sales Tax Form C-3A
	Office of Supplier Diversity Subcontracting and Major Supplier Plan
Section 00500	Standard Form of Agreement Between Owner and Contractor AIA Document A101
Section 00600	Bonds, Certificates and Affidavits
	Performance Bond
	Labor and Material Payment Bond
	E-Verify Documentation (Sample)
	Application and Certificate for Payment AIA Document G702 and AIA Document G703 with DBE Utilization Report
	Certificate of Substantial Completion AIA Document G704
	Contractor's Affidavit of Payment of Debts and Claims- AIA Document G706
	Contractor's Affidavit of Release of Liens AIA Document G706A
	Consent of Surety to Final Payment AIA Document G707
	Request for Taxpayer Identification Number and Certification W9 Tax Form and City of Mobile Vendor Information Form
Section 00700	General Conditions of the Contract for Construction- AIA Document A201

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Section 00800	Exhibits for Grant/Federal Conditions Exhibit 008001 Other Conditions Exhibit 008002 SAM Registration Exhibit 008003 UEI Documentation and Verification Exhibit 008004 Wage & Hour Division Payroll Form Exhibit 008005 Davis Bacon Wages Exhibit 008007 FFATA

§ 9.2.2 Best Management Practices (BMPs): The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period. All Work shall be in accordance with the Clean Water Act; the Alabama Water Pollution Control Act; the current version of the Alabama Handbook for Erosion Control, Sediment Control Storm water Management on Construction sites and Urban Areas; and the current version of the Mobile, Alabama City Code Chapter 17 Storm water Management and Flood Control. All Wastewater with oils, grease, paint, mortar, etc., shall be properly contained and disposed of.

§ 9.2.3 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

§ 9.2.6 Severability Clause:
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

§ 9.2.7 Non-Agency Clause:
Contractor, in the performance of its operations and obligations hereunder, shall not be deemed to be an agent of City but shall be deemed to be an independent Contractor in every respect and shall take all steps at its own expense, as City may from time to time request, to indicate that it is an independent Contractor. City does not and will not assume any responsibility for the means by which or the manner in which the services by Contractor provided for herein are performed, but on the contrary, Contractor shall be wholly responsible therefore.

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This Agreement entered into as of the day and year first written above.

Owner: City of Mobile

Legal Name of Party to Contract:
Contractor: James B. Donaghey, Inc.

OWNER *(Signature)*

CONTRACTOR *(By Signature)*

William S. Stimpson, Mayor
(Rows deleted)
(Printed name and title)

Joseph M. Vallee, Vice President / Treasurer
(Printed name and title)

ATTEST:

City Clerk

STATE OF Alabama
COUNTY OF Mobile

Before me, the undersigned a Notary Public in and for said County and State, personally appeared Joseph M. Vallee as Vice President / Treasurer of James B. Donaghey, Inc. and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of said corporation on the day the same bears date.
Sworn to and subscribed for me this 29 day of January, 20 25.

Rhonda Arrington
NOTARY PUBLIC
My Commission Expires: 7/14/25

RHONDA ARRINGTON NOTARY PUBLIC ALABAMA STATE AT LARGE

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User Notes:

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: James B. Donaghey, Inc.	**Certified DBE:** YES (NO)	**Contract Start Date:** 1/20/25
DESCRIPTION: History Museum of Mobile - Chiller Replacement		**Estimated Completion Date:** 12/20/25

This report is for the month of: (CHECK ONE):

JAN	APR	JULY	OCT
FEB	MAY	AUG	NOV
MARCH	JUNE	SEPT	DEC

FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: Zachary Vallee

SIGNATURE: _____, Project Manager (Title) 12/4/2024 (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	James B. Donaghey, Inc.
Address	1770 Old Shell Rd. Mobile, AL 36604
Telephone	251-476-6494
E-Mail	jvallee@donagheymechanical.com

RFP/RFQ Solicitation Number	MU-013-24
Project Description	HISTORY MUSEUM OF MOBILE - CHILLER REPLACEMENT
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X Vets X Total #of Employees 150

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Zachary Vallee

Signature: _____ Date: 12/4/24

Title: Project Manager

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Zachary Vallee Title: Project Manager

E-mail:_ Phone: zvallee@donagheymechanical.com

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # MU-013-24 Your Bid/Proposal Amount $_____ Date: 12 / 4 / 24

Description HISTORY MUSEUAM OF MOBILE - CHILLER REPLACEMENT

Name of Bidder/Proposer: James B. Donaghey, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
JCI		Controls	70,000	20	NO	
Master		Insulation	10,000	5		
Daikin		Chiller	100,000	30		

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: James B. Donaghey, Inc.

Contact Person: Zachary Vallee Phone 251-476-6494 Email zvallee@donagheymechanical.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	✓	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	✓	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	✓	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
	✓	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

	✓	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	✓	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
	✓	**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. This is a sole source + self performed project

Suggestions or comments to improve this program. No suggestions for this project

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, James B. Donaghey, Inc.1770 Old Shell Rd. Mobile, AL 36604, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196 , hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Fifty Thousand and 00/100 ($ 350,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete History Museum of Mobile – Chiller Replacement (MU-013-24) 111 S Royal Street, Mobile, AL 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Joseph M. Valli, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OHS IV
(Signature)
Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OHS IV
(Signature)
Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

Colonial American Casualty and Surety Company CORPORATE SEAL
Zurich American Insurance Company CORPORATE SEAL 1877 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD EXP. 01/27/2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, James B. Donaghey, Inc.1770 Old Shell Rd. Mobile, AL 36604, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way Schaumburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Fifty Thousand and 00/100 ($ 350,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete History Museum of Mobile – Chiller Replacement (MU-013-24) 111 S Royal Street, Mobile, AL 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Joseph M. Vaiui, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PERFORMANCE BOND

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NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Joseph M. Valle, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OHS IV
(Signature)
Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OHS IV
(Signature)
Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

Colonial American Casualty and Surety Company CORPORATE SEAL
ZURICH AMERICAN INSURANCE COMPANY CORPORATE SEAL 1877 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, James B. Donaghey, Inc.1770 Old Shell Rd. Mobile, AL 36604, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way Schaumburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Fifty Thousand and 00/100 ($ 350,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete History Museum of Mobile – Chiller Replacement (MU-013-24) 111 S Royal Street, Mobile, AL 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Joseph M Vallie, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, James B. Donaghey, Inc.1770 Old Shell Rd. Mobile, AL 36604, hereinafter called the Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way, Schaumburg, IL 60196 , hereinafter called the Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633**, hereinafter called the Owner, in the penal sum of Three Hundred Fifty Thousand and 00/100 ($ 350,000.00) for payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns for the faithful performance of a certain written Contract dated the _____ day of _____, 2025 entered into between the Principal and the City of Mobile for furnishing all labor, material, equipment and insurance and performing all Work required to properly complete History Museum of Mobile – Chiller Replacement (MU-013-24) 111 S Royal Street, Mobile, AL 36602, a copy of which said Contract is incorporated herein by reference and is made a part hereof as if fully copied herein.

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall faithfully perform the terms and conditions of the Contract in all respects on its part and shall fully pay all obligations incurred in connection with the performance of such Contract on account of labor and materials used in connection therewith, and all such other obligations of every form, nature and character, and shall save harmless the Owner from all and any liability of every nature, kind and character which may be incurred in connection with the performance or fulfillment of such Contract or other such and liability resulting from negligence or otherwise on the part of such Principal and further save harmless the Owner from all cost and damage which may be suffered by reason of the failure to fully and completely perform said contract and shall fully reimburse and repay the Owner for all expenditures of every kind, character, and description which may be incurred by the Owner in making good any and every default which may exist on the part of the Principal in connection with the performance of said Contract; and further that the Principal shall pay all lawful claims of all persons, firms, partnerships, or corporations for all labor performed and material furnished in connection with the performance of the Contract, and that the failure to do so with such persons, firms, partnerships or corporations shall give them a direct obligation; and provided, however, that no suit, action, or proceedings by reason of any default whatever shall be brought on this bond after two years from the date on which the final payment on the Contract falls due, and provided, further, that if any alterations or additions which may be made under the Contract, or in the work to be done under it, or the giving by the Owner of any extensions of time for the performance of the Contract or any other forbearance being expressly waived. This obligation shall remain in full force and effect until the performance of all covenants, terms and conditions herein stipulated and after such performance, it shall become null and void.

In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety. This Bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025.

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)
Name and Title: Joseph M. Vallee, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV
(Signature)
Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)
Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

LABOR AND MATERIAL PAYMENT BOND

Any singular reference to Contractor, Surety, Owner or other Party shall be considered plural where applicable.

KNOW ALL MEN BY THESE PRESENTS: That the Contractor, James B. Donaghey, Inc.1770 Old Shell Rd. Mobile, AL 36604, as Principal, and Fidelity and Deposit Company of Maryland, 1299 Zurich Way Schaumburg, IL 60196, as Surety, are held and firmly bound unto the **City of Mobile, P. O. Box 1827, Mobile, AL 36633** (hereinafter called the "Obligee") in the penal sum of Three Hundred Fifty Thousand and 00/100 ($ 350,000.00) lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has entered into a certain Contract with said Obligee, dated the ____ day of _____, 2025 (hereinafter called the "Contract") for furnishing all labor, material, equipment and insurance and perform all work required to properly complete History Museum of Mobile – Chiller Replacement (MU-013-24) 111 S Royal Street, Mobile, AL 36602, which, **THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH** that if said Principal and all subcontractors to whom any portion of work provided for in said Contract is sublet and all assignees of said Principal and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, materials or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or additions to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimant or claimants in suits on each bond, then the above obligations shall be void; otherwise to remain in full force and effect. **PROVIDED,** however, that this bond is subject to the following conditions and limitations.

(a) Any person, firm or corporation that has furnished labor, materials or supplies for or in the prosecution of the work provided for in said contract shall have a direct right of action against the Principal and Surety on this bond, which right of action shall be asserted in a proceeding instituted in the County in which the work provided for in said Contract is to be performed or in any county in which said Principal and Surety does business. Such right of action shall be asserted in a proceeding instituted in the name of the claimant or claimants for his or their use and benefit against said Principal and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

(b) The Principal and Surety hereby designate and appoint O. M. Otts, IV **Attorney-In-Fact,** as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Principal and/or Surety. In addition to any other legal mode of service, service of summons, and other process in civil actions brought in Mobile County may be had on the Contractor or the Surety on the bond by leaving a copy of the summons and complaint or other pleading or process with the Mayor of the City of Mobile which shall bind the principal Contractor and Surety to the mode of service above described and that the service shall be the same as personal service on the contractor or surety.

(c) The Surety shall not be liable hereunder for damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.

(d) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than two years after the final settlement of said Contract.

(e) This bond is given pursuant to the terms of Alabama Code, Title 39-1-1, et. al., As Amended.

EXECUTED IN FOUR (4) COUNTERPARTS.

SIGNED, SEALED AND DELIVERED this ____ day of _____, 2025

CONTRACTOR AS PRINCIPAL
Company: James B. Donaghey, Inc.
(Corporate Seal)

By: _____
(Signature)

Name and Title: Joseph M. Vallée, V.P.

SURETY
Company: Fidelity and Deposit Company of Maryland
(Corporate Seal)

By: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Attorney-in-fact

Resident Agent: O. M. OTTS IV
(Signature)

Name and Title: O. M. Otts, IV, Agent
Company Name: Higginbotham Insurance
Address: 3212 Midtown Park South
Mobile, AL 36606
Phone and Fax: 251-473-4600 / 251-450-0032

Owner's Representative: Cassie Boatwright
REAM Director
PO Box 1827
Mobile, AL 36633
251-208-7454

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **W. E. CADDEN, Katherine GILMORE, J. William GOODLOE, III, O. M. OTTS, IV, Brittany B. PARTIN, Erling RIIS, III, Charlene C. STOUT and Rebecca A. WARD, of Mobile, Alabama, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 24th day of October, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 24th day of October A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Alabama Secretary of State

James B. Donaghey, Inc.	
Entity ID Number	000-006-025
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	06/25/1959
Registered Agent Name	SANDERS, JAMES J
Registered Office Street Address	1770 OLD SHELL ROAD MOBILE, AL 36604
Registered Office Mailing Address	Not Provided
Nature of Business	HEATING PLUMBING ETC
Capital Authorized	$10,000
Capital Paid In	$2,500
Incorporators	
Incorporator Name	DONAGHEY, JAMES B
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	SANDERS, MAYNARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	FEASTER, HOUSTON H
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DONAGHEY, JAMES M
Incorporator Street Address	Not Provided

James B. Donaghey, Inc.	
Incorporator Mailing Address	Not Provided
Incorporator Name	DONAGHEY, MARIE M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	DONAGHEY, JOSEPH M
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	09/04/1973
Legal Name Merged	James B. Donaghey Mechanical Contractors, Inc.
Transaction Date	09/04/1973
Legal Name Merged	Donaghey Development Company, Inc.
Transaction Date	03/17/1987
Legal Name Merged	Merit Mechanical Contractors Incorporated
Transaction Date	09/28/2007
Registered Agent Changed From	* Added
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	09/04/1973 Merger 14 pgs.
Document Date / Type / Pages	03/17/1987 Merger 21 pgs.
Document Date / Type / Pages	09/28/2007 Registered Agent Change 1 pg.

E-Verify

Company ID Number: 352941

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer **James B. Donaghey, Inc.**	
Arras Robert	
Name (Please Type or Print)	Title
Electronically Signed	**08/24/2010**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**08/24/2010**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**James B. Donaghey, Inc.**
Company Facility Address:	**1770 Old Shell Rd.**
	Mobile, AL 36604
Company Alternate Address:	**P.O. Box 66647**
	Mobile, AL 36660
County or Parish:	**MOBILE**
Employer Identification Number:	**630419565**

Company ID Number: 352941

North American Industry Classification Systems Code:	238
Parent Company:	
Number of Employees:	100 to 499
Number of Sites Verified for:	1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Arras C Robert		
Telephone Number:	(251) 476 - 6494	Fax Number:	(251) 473 - 4147
E-mail Address:	rarras@donagheymechanical.com		
Name:	Rhonda L Arrington		
Telephone Number:	(251) 476 - 6494	Fax Number:	(251) 473 - 4147
E-mail Address:	rarrington@donagheymechanical.com		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/13/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Higginbotham Insurance Agency, Inc.
3212 Midtown Park S
Mobile AL 36606

License#: 2081754
JAMEBDO-02

CONTACT NAME: Charity Tout
PHONE (A/C, No, Ext): 817-349-2334 **FAX (A/C, No):** 817-347-6981
E-MAIL ADDRESS: CTout@higginbotham.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Bridgefield Casualty Insurance Company	10335
INSURER B : Middlesex Insurance Company	23434
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
James B. Donaghey, Inc.
P. O. Box 66647
Mobile AL 36660

COVERAGES **CERTIFICATE NUMBER:** 608343293 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY**			A0234884005	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	**AUTOMOBILE LIABILITY**			A0234884001	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X **UMBRELLA LIAB** X OCCUR			A0234884006	1/1/2025	1/1/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A		196-38228	1/1/2025	1/1/2026	X PER STATUTE X OTH-ER	Other States
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Leased/Rented Equipment			A0234884002	1/1/2025	1/1/2026	Limit: $100,000	Ded: $1,000
B	Errors & Omissions			A0234884005	1/1/2025	1/1/2026	Limit: $1,000,000	Ded: $5,000
B	Builders Risk/Installation Fltr			A0234884002	1/1/2025	1/1/2026	See Below****	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
****REVISED: THIS CERTIFICATE SUPERCEDES ANY PREVIOUSLY ISSUED CERTIFCATES****

****Builders Risk / Installation Floater****
Limit: Any One Project Site: $1,000,000; Any Other Location: $1,000,000; Property in Transit: $100,000; Deductible: $5,000

The General Liability and Automobile Liability policies include a blanket automatic additional insured endorsement that provides additional insured status (General Liability additional insured status includes ongoing and completed ops) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.
See Attached...

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: JAMEBDO-02

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Higginbotham Insurance Agency, Inc.	James B. Donaghey, Inc. P. O. Box 66647 Mobile AL 36660
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Automobile Liability, and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability and Automobile Liability policies include a blanket Primary & Non-Contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The Umbrella Liability policy is follow form.

The Workers' Compensation policy includes other states coverage for the following states: FL, GA, LA, MS, SC

The Workers' Compensation policy excludes officers: Bob Clapper, Joe Vallee' and Judson Sanders

Project Name and Number: History Museum of Mobile – Chiller Replacement - 111 S Royal Street, Mobile, AL 36602 (MU-013-24)

Certificate holder is complete to include: City of Mobile

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - PRIMARY AND NONCONTRIBUTORY - COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated.

Named Insured: James B . Donaghey, Inc.
Endorsement Effective Date: 01-01-25

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for **Covered Autos Liability Coverage**, but only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in:

(1) Paragraph **A.1.** of **Section II - Covered Autos Liability Coverage** in the Business Auto and Motor Carrier Coverage Forms; or

(2) Paragraph **D.2.** of **Section I - Covered Autos Coverages** of the Auto Dealers Coverage Form.

B. Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other auto insurance issued to the person or organization in the schedule under your policy provided that:

(1) The person or organization is a Named Insured under such other insurance; and

(2) Prior to the “accident” you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: James B Donaghey Inc

Endorsement Effective Date: 01/01/2025

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to a person(s) or organization(s), but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a written contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization you are required to add as an additional insured under a written contract or written aggrement in effect prior to any loss or damage.	Jobsites as described in contracts
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization you are required to add as an additional insured under a written contract or written agreement in effect prior to any loss or damage.	Jobsites as described in contracts
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS BLANKET ADDITIONAL INSUREDS, PRIMARY & NONCONTRIBUTORY, WAIVER OF SUBROGATION

This endorsement modifies the coverage provided under the following Coverage Form(s):

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage enhancements are listed below. For details of each coverage, please read the corresponding policy provisions in the body of this endorsement.

1. **Additional Insureds - Automatic Status for 13 Additional Insured Types**
   - **A.** Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You
   - **B.** Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)
   - **C.** State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations
   - **D.** Lessor of Leased Equipment
   - **E.** Owners or Other Interests From Whom Land Has Been Leased
   - **F.** Manager or Lessor of Premise
   - **G.** Mortgagee, Assignee, or Receiver
   - **H.** Controlling Interest
   - **I.** Co-owner Of Insured Premises
   - **J.** Executors, Administrators, Trustees Or Beneficiaries
   - **K.** State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises
   - **L.** Vendors
   - **M.** Grantor of Franchise
2. **Primary and Noncontributory - Other Insurance Condition**
3. **Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic**

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insureds - Automatic Status for 13 Additional Insured Types

Section II - Who Is An Insured is amended to include the following as additional insureds when you have agreed to add that person or organization as an Additional Insured on your policy in a written contract or written agreement with that person or organization, or because of a permit issued by a state or political subdivision; provided the injury or damage occurs subsequent to the execution of the contract or agreement or issuance of the permit and while the contract, agreement or permit remains in effect.

A. Owners, Lessees Or Contractors - Automatic Status When Required In A Written Construction Agreement With You

1) A person or organization with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

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A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

b. "Bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

B. Owners, Lessees Or Contractors - Automatic Status When Required In Written Construction Agreement With You (Completed Operations)

1) Any person(s) or organization(s) with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" performed for that additional insured and included in the "products-completed operations hazard", but only when that portion of the “products-completed operations hazard” is not excluded by endorsement.

2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations

Any state or governmental agency or subdivision or political subdivision, subject to the following provisions:

1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2) This insurance does not apply to:

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a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

D. Lessor of Leased Equipment

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

E. Owners or Other Interests From Whom Land Has Been Leased

1) Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the land leased to you by the additional insured person(s) or organization(s).

2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of the additional insured person(s) or organization(s).

F. Manager or Lessor of Premise

Any person(s) or organization(s) with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you by the additional insured person(s) or organization(s), subject to the following additional exclusions:

This insurance does not apply to:

1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

G. Mortgagee, Assignee, or Receiver

Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of a premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured person(s) or organization(s).

H. Controlling Interest

1) Any person(s) or organization(s) with respect to their liability arising out of:

a. Their financial control of you; or

b. Premises they own, maintain or control while you lease or occupy these premises.

2) This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

I. Co-owner Of Insured Premises

Any person(s) or organization(s) with respect to their liability as co-owner of a premises co-owned by you and covered under this insurance.

J. Executors, Administrators, Trustees Or Beneficiaries

Any executor, administrator, trustee or beneficiary of your estate or living trust while acting within the scope of their duties as such.

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K. State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

2) The construction, erection or removal of elevators; or

3) The ownership, maintenance or use of any elevators covered by this insurance.

L. Vendors

1) Any person(s) or organization(s) (referred to throughout this endorsement as vendor), but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

a. The insurance afforded to such vendor only applies to the extent permitted by law; and

b. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

2) With respect to the insurance afforded to these vendors, the following additional exclusions apply:

a. The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

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(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

b. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

M. Grantor of Franchise

Any person(s) or organization(s) with respect to their liability as grantor of a franchise to you.

However:

1. The insurance afforded to such additional insureds only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

If there is any difference in coverage afforded to an additional insured in this endorsement and that provided under another additional insured endorsement attached to this policy, the broader coverage will apply to that additional insured.

2. Primary And Noncontributory Insurance

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation) - Automatic

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

EXHIBIT A
SCOPE OF WORK

History Museum of Mobile

Chiller Replacement

Project #MU-013-24

The contractor will remove the existing chiller and replace with a new chiller including any and all electrical and plumbing components included in the design.

END OF SCOPE OF WORK

MOBILE
ALABAMA

CITY OF MOBILE
FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")
DISCLOSURE STATEMENT

Effective Date of Agreement 1/1/25
Award Description/Title History Museum of Mobile Chiller Replacement
Entity Completing Form James B. Donaghey, Inc.
Entity UEI Number GWHMJEATE899
Address 1770 Old Shell Rd.
City, State, Zip+4 Mobile, AL 36604

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which the UEI Number belongs receive (1) 80 percent or more of your annual gross revenues is U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

YES ☐ NO ☒ **If yes, answer next question.**

If no, stop here and sign form and return to the City of Mobile Office of Grants Management

Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which this UEI Number belongs) through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)), or Section 6104 of the Internal Revenue Code of 1986?

YES ☐ NO ☐ **If no, answer next question.**

If yes, stop here and sign form and return to the City of Mobile Office of Grants Management

Provide the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which this UEI Number belongs):

Name	Position Title	Total Compensation Amount for the Entity's Last Complete Fiscal Year

Signature | Project Manager (Title) | 12/4/24 (Date)

Zachary Vallee
Typed Name of Signature

MU-013-24 - EX 008007

Register Entity

Core Data

Assertions

Representations and Certifications

Points of Contact

Submit Registration

Entity Review

Confirmation Page

Submit Registration

JAMES B DONAGHEY INC

Confirmation Page

Unique Entity ID: GWHMJEATE899 CAGE Code: 1WZA2

Registration Submitted - Confirmation
Thu Feb 08 12:05:20 EST 2024

You successfully submitted your entity registration. This registration record will remain in Submitted status until all external validations are complete. This process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration.

What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This could take two business days. You will get an email from @sam.gov when that review is complete.

2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This also is a FREE service. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from @sam.gov when that review is complete.

3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from an @dla.mil address. Please tell your Government Business POC to respond right away to any requests from an @dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.

4. You will get an email from @sam.gov when your registration passes these external validations and becomes Active. While you are waiting, select Check Status on the SAM.gov homepage to see where your registration is in the review process.

5. Remember, it is FREE to register and maintain your registration in SAM. If you get an email from any address that does not end in .gov or .mil, be cautious. If you get an email, text message, or phone call asking for money or payment of any amount, be very cautious. These parties do not represent the U.S. government. You engage third party vendors at your own risk.

6. You can get FREE help with your registration by contacting our supporting Federal Service Desk (FSD). In addition, if you are a small business located in the U.S. and its outlying areas, you can get FREE support from your local APEX Accelerator (formerly known as PTAC), an official resource for government contracting assistance. Go to https://www.apexaccelerators.us to find your closest office.

Select Back to Workspace to be navigated to your Workspace where you can view your entity record and print or save a PDF.

Back to Workspace

Return to top

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.:1235-0008
Expires: 07/31/2024

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐

ADDRESS

PAYROLL NO.

FOR WEEK ENDING

PROJECT AND LOCATION

PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE / HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

ASSISTANCE AGREEMENT

. Award No.	2. Modification No.	3. Effective Date	4. CFDA No.
)E-SE0000431		01/01/2024	81.128

. Awarded To	6. Sponsoring Office	7. Period of Performance
OBILE, CITY OF ttn: Donna Bryars .O. BOX 1827 OBILE AL 366331827	State and Community Energy Programs U.S. Department of Energy 1000 Independence Ave, SW washington DC 20585	01/01/2024 through 12/31/2025

. Type of Agreement	9. Authority	10. Purchase Request or Funding Document No.
[X] Grant [ ] Cooperative Agreement [ ] Other	IIJA PL 117-58, 2021 110-140 EISA of 2007	24SE000187

1. Remittance Address	12. Total Amount	13. Funds Obligated
OBILE, CITY OF ttn: Donna Bryars .O. BOX 1827 IOBILE AL 366331827	Govt. Share: $229,820.00 Cost Share : $163,600.00 Total : $393,420.00	This action: $229,820.00 Total : $229,820.00

4. Principal Investigator	15. Program Manager	16. Administrator
	LESLEY FORE Phone: (240) 702-5878	Golden Field Office U.S. Department of Energy Golden Field Office 15013 Denver West Parkway Golden CO 80401

7. Submit Payment Requests To	18. Paying Office	19. Submit Reports To
ayment - Direct Payment rom U.S. Dept of Treasury	Payment - Direct Payment from U.S. Dept of Treasury	See Attachment 2

0. Accounting and Appropriation Data

5461-2022-31-200835-41020-1005917-0000000-0000000-0000000

1. Research Title and/or Description of Project

IL: EECBG Program - City of Mobile, AL

For the Recipient		For the United States of America	
2. Signature of Person Authorized to Sign		25. Signature of Grants/Agreements Officer	
3. Name and Title Williams S. Stimpson, Mayor ATTEST: City Clerk	24. Date Signed 3/25/24	26. Name of Officer David R. Welsh	27. Date Signed 02/20/2024

NAME OF OFFEROR OR CONTRACTOR
OBILE, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	UEI: QV8KPHH9J8A3 The purpose of this action is to obligate EECBG BIL funds and to authorize activities under Section 40552. In addition to this Assistance Agreement, this award consists of the items listed on the Cover Page of the Special Terms and Conditions. The Project Period for this award is 01/01/2024 through 12/31/2025. This award is subject to the Financial Assistance regulations contained in 2 CFR 200 as amended by 2 CFR Part 910. Funding for all awards and future budget periods is contingent upon the availability of funds appropriated by Congress for the purpose of this program and the availability of future-year budget authority. DOE Award Administrator: Holly Wilson Email: holly.wilson@ee.doe.gov Phone: 240.562.1779 DOE Project Officer: Lesley Fore E-mail: lesley.fore@hq.doe.gov Phone: 240.702.5878 Recipient Business Officer: Randy Threadgill E-mail: randy.threadgill@cityofmobile.org Phone: 251.208.7329 Recipient Principal Investigator: Michele Rumpf E-mail: michelle.rumpf@cityofmobile.org Phone: 251.208.7971 Electronic signature or signatures as used in this document means a method of signing an electronic message that-- (A) Identifies and authenticates a particular person as the source of the electronic message; (B) Indicates such person's approval of the information contained in the electronic message; and, (C) Submission via FedConnect constitutes electronically signed documents. ASAP: YES Extent Competed: NOT COMPETED Davis-Bacon Act: YES PI: Rumpf, Michele				

Continued ...

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SE0000431	PAGE 3 OF 3

NAME OF OFFEROR OR CONTRACTOR
OBILE, CITY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fund: 05461 Appr Year: 2022 Allottee: 31 Report Entity: 200835 Object Class: 41020 Program: 1005917 Project: 0000000 WFO: 0000000 Local Use: 0000000				

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

BUDGET INFORMATION REMARKS

Grant Number: SE0000431, **State:** AL

Recipient: City of Mobile

Remarks

Re the energy audit, the City will issue an RFP asking for consultants to propose as much as they can for the budgeted amount. The HVAC chiller replacement is a higher priority project given the risk the current unit poses to the History Museum collections, as well as the power cost to the City. EECBG funds ($130,000) will be used to purchase one chiller. City funds in the same amount ($130,000) will cover the second chiller.

Re installation of the chillers, $33,600 will be paid by the City with the remainder ($20,000) coming from EECBG funds.

Attachment 3
DE-SE0000431.0000

BUDGET INFORMATION - Non-Construction Programs

1. Program/Project Identification No. SE0000431	2. Program/Project Title Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021
3. Name and Address City of Mobile City of Mobile Mobile, AL 366020001	4. Program/Project Start Date 10/01/2023 5. Completion Date 09/30/2025

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Federal Catalog No. (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Federal	81.128	$ 0.00		$ 229,820.00		$ 229,820.00
2. Applicant			$ 0.00		$ 163,600.00	$ 163,600.00
3.						
4.						
5. TOTAL		$ 0.00	$ 0.00	$ 229,820.00	$ 163,600.00	$ 393,420.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	Grant Program, Function or Activity				Total
	(1) DOE	(2) Applicant	(3)	(4)	(5)
a. Personnel	$ 0.00	$ 0.00			$ 0.00
b. Fringe Benefits	$ 0.00	$ 0.00			$ 0.00
c. Travel	$ 0.00	$ 0.00			$ 0.00
d. Equipment	$ 130,000.00	$ 130,000.00			$ 260,000.00
e. Supplies	$ 0.00	$ 0.00			$ 0.00
f. Contract	$ 99,820.00	$ 33,600.00			$ 133,420.00
g. Construction	$ 0.00	$ 0.00			$ 0.00
h. Other Direct Costs	$ 0.00	$ 0.00			$ 0.00
i. Total Direct Charges	$ 229,820.00	$ 163,600.00			$ 393,420.00
j. Indirect Costs	$ 0.00	$ 0.00			$ 0.00
k. Totals	$ 229,820.00	$ 163,600.00			$ 393,420.00
7. Program Income	$ 0.00	$ 0.00			$ 0.00

Special Terms and Conditions

City of Mobile ("Recipient"), which is identified in Block 5 of the Assistance Agreement, and the Office of State and Community Energy Programs ("SCEP"), and Energy Efficiency and Conservation Block Grant Program ("EECBG"), an office within the United States Department of Energy ("DOE"), enter into this Award, referenced above, to achieve the project objectives and the technical milestones and deliverables stated in Attachment 1 to this Award.

This Award consists of the following documents, including all terms and conditions therein:

	Assistance Agreement
	Special Terms and Conditions
Attachment 1	Activity File
Attachment 2	Federal Assistance Reporting Checklist and Instructions
Attachment 3	Budget Information SF-424A
Attachment 4	Intellectual Property Provisions
Attachment 5	Energy Efficiency and Conservation Strategy

The following are incorporated into this Award by reference:

- DOE Assistance Regulations, 2 CFR part 200 as amended by 2 CFR part 910 at http://www.eCFR.gov.
- National Policy Requirements (November 12, 2020) at http://www.nsf.gov/awards/managing/rtc.jsp.
- The Recipient's application/proposal as approved by SCEP.
- Public Law 117-58, also known as the Bipartisan Infrastructure Law (BIL).

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Subpart A. General Provisions

Term 1. Legal Authority and Effect

A DOE financial assistance award is valid only if it is in writing and is signed, either in writing or electronically, by a DOE Contracting Officer.

The Recipient may accept or reject the Award. A request to draw down DOE funds or acknowledgement of award documents by the Recipient's authorized representative through electronic systems used by DOE, specifically FedConnect, constitutes the Recipient's acceptance of the terms and conditions of this Award. Acknowledgement via FedConnect by the Recipient's authorized representative constitutes the Recipient's electronic signature.

Term 2. Flow Down Requirement

The Recipient agrees to apply the terms and conditions of this Award, as applicable, including the Intellectual Property Provisions, to all subrecipients (and subcontractors, as appropriate), as required by 2 CFR 200.101, and to require their strict compliance therewith. Further, the Recipient must apply the Award terms as required by 2 CFR 200.327 to all subrecipients (and subcontractors, as appropriate), and to require their strict compliance therewith.

Term 3. Compliance with Federal, State, and Municipal Law

The Recipient is required to comply with applicable Federal, state, and local laws and regulations for all work performed under this Award. The Recipient is required to obtain all necessary Federal, state, and local permits, authorizations, and approvals for all work performed under this Award.

Term 4. Inconsistency with Federal Law

Any apparent inconsistency between Federal statutes and regulations and the terms and conditions contained in this Award must be referred to the DOE Award Administrator for guidance.

Term 5. Federal Stewardship

SCEP will exercise normal Federal stewardship in overseeing the project activities performed under this Award. Stewardship activities include, but are not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to address deficiencies that develop during the project; assuring compliance with terms and conditions; and reviewing technical performance after project completion to ensure that the project objectives have been accomplished.

Term 6. NEPA Requirements

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has made a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity

File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula - IIJA) awarded to non-tribal recipients proposing non-ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https: //www.eere-pmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact the DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. This authorization does not include activities where the following elements exist: extraordinary circumstances; cumulative impacts or connected actions that may lead to significant effects on the human environment; or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE executed Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx.

9. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in the "Blueprints and additional activities" must be followed.
10. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Term 7. Notice Regarding the Purchase of American-Made Equipment and Products – Sense of Congress

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this Award should be American-made.

Term 8. Reporting Requirements

The reporting requirements for this Award are identified on the Federal Assistance Reporting Checklist, attached to this Award. Failure to comply with these reporting requirements is considered a material noncompliance with the terms of the Award. Noncompliance may result in withholding of future payments, suspension, or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards by Federal agencies.

Term 9. Lobbying

By accepting funds under this Award, the Recipient agrees that none of the funds obligated on the Award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

Term 10. Publications

The Recipient is required to include the following acknowledgement in publications arising out of, or relating to, work performed under this Award, whether copyrighted or not:

- *Acknowledgment:* "This material is based upon work supported by the U.S. Department of Energy's Office of State and Community Energy Programs (SCEP) under the Energy Efficiency and Conservation Block Grant Program (EECBG) Award Number DE-SE0000431."

- *Full Legal Disclaimer:* "This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof."

  Abridged Legal Disclaimer: "The views expressed herein do not necessarily represent the views of the U.S. Department of Energy or the United States Government."

  Recipients should make every effort to include the full Legal Disclaimer. However, in the event that recipients are constrained by formatting and/or page limitations set by the publisher, the abridged Legal Disclaimer is an acceptable alternative.

Term 11. No-Cost Extension

As provided in 2 CFR 200.308, the Recipient must provide the Contracting Officer with notice in advance if it intends to utilize a one-time, no-cost extension of this Award. The notification must include the supporting reasons and the revised period of performance. The Recipient must submit this notification in writing to the Contracting Officer and DOE Technology Manager/ Project Officer at least 30 days before the end of the current budget period.

Any no-cost extension will not alter the project scope, milestones, deliverables, or budget of this Award.

Term 12. Property Standards

The complete text of the Property Standards can be found at 2 CFR 200.310 through 200.316. Also see 2 CFR 910.360 for additional requirements for real property and equipment for For-Profit recipients.

Term 13. Insurance Coverage

See 2 CFR 200.310 for insurance requirements for real property and equipment acquired or improved with Federal funds. Also see 2 CFR 910.360(d) for additional requirements for real property and equipment for For-Profit recipients.

Term 14. Real Property

Subject to the conditions set forth in 2 CFR 200.311, title to real property acquired or improved under a Federal award will conditionally vest upon acquisition in the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.311 before disposing of the property.

Except as otherwise provided by Federal statutes or by the Federal awarding agency, real property will be used for the originally authorized purpose as long as needed for that purpose. When real property is no longer needed for the originally authorized purpose, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity. The instructions must provide for one of the following alternatives: (1) retain title after compensating DOE as described in 2 CFR 200.311(c)(1); (2) Sell the property and compensate DOE as specified in 2 CFR 200.311(c)(2); or (3) transfer title to DOE or to a third party designated/approved by DOE as specified in 2 CFR 200.311(c)(3).

See 2 CFR 200.311 for additional requirements pertaining to real property acquired or improved under a Federal award. Also see 2 CFR 910.360 for additional requirements for real property for For-Profit recipients.

Term 15. Equipment

Subject to the conditions provided in 2 CFR 200.313, title to equipment (property) acquired under a Federal award will conditionally vest upon acquisition with the non-Federal entity. The non-Federal entity cannot encumber this property and must follow the requirements of 2 CFR 200.313 before disposing of the property.

A state must use equipment acquired under a Federal award by the state in accordance with state laws and procedures.

Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as it is needed, whether or not the project or program continues to be supported by the Federal award. When no longer needed for the originally authorized purpose, the equipment may be used by programs supported by DOE in the priority order specified in 2 CFR 200.313(c)(1)(i) and (ii).

Management requirements, including inventory and control systems, for equipment are provided in 2 CFR 200.313(d).

When equipment acquired under a Federal award is no longer needed, the non-Federal entity must obtain disposition instructions from DOE or pass-through entity.

Disposition will be made as follows: (1) items of equipment with a current fair market value of $5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to DOE; (2) Non-Federal entity may retain title or sell the equipment after compensating DOE as

described in 2 CFR 200.313(e)(2); or (3) transfer title to DOE or to an eligible third party as specified in 2 CFR 200.313(e)(3).

See 2 CFR 200.313 for additional requirements pertaining to equipment acquired under a Federal award. Also see 2 CFR 910.360 for additional requirements for equipment for For-Profit recipients. See also 2 CFR 200.439 Equipment and other capital expenditures.

Term 16. Supplies

See 2 CFR 200.314 for requirements pertaining to supplies acquired under a Federal award. See also 2 CFR 200.453 Materials and supplies costs, including costs of computing devices.

Term 17. Property Trust Relationship

Real property, equipment, and intangible property, that are acquired or improved with a Federal award must be held in trust by the non-Federal entity as trustee for the beneficiaries of the project or program under which the property was acquired or improved. See 2 CFR 200.316 for additional requirements pertaining to real property, equipment, and intangible property acquired or improved under a Federal award.

Term 18. Record Retention

Consistent with 2 CFR 200.334 through 200.338, the Recipient is required to retain records relating to this Award.

Term 19. Audits

A. Government-Initiated Audits

The Recipient must provide any information, documents, site access, or other assistance requested by SCEP, DOE or Federal auditing agencies (e.g., DOE Inspector General, Government Accountability Office) for the purpose of audits and investigations. Such assistance may include, but is not limited to, reasonable access to the Recipient's records relating to this Award.

Consistent with 2 CFR part 200 as amended by 2 CFR part 910, DOE may audit the Recipient's financial records or administrative records relating to this Award at any time. Government-initiated audits are generally paid for by DOE.

DOE may conduct a final audit at the end of the project period (or the termination of the Award, if applicable). Upon completion of the audit, the Recipient is required to refund to DOE any payments for costs that were determined to be unallowable. If the audit has not been performed or completed prior to the closeout of the award, DOE retains the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

DOE will provide reasonable advance notice of audits and will minimize interference with ongoing work, to the maximum extent practicable.

B. Annual Independent Audits (Single Audit or Compliance Audit)

The Recipient must comply with the annual independent audit requirements in 2 CFR 200.500 through .521 for institutions of higher education, nonprofit organizations, and state and local governments (Single audit), and 2 CFR 910.500 through .521 for for-profit entities (Compliance audit).

The annual independent audits are separate from Government-initiated audits discussed in part A. of this Term and must be paid for by the Recipient. To minimize expense, the Recipient may have a Compliance audit in conjunction with its annual audit of financial statements. The financial statement audit is **not** a substitute for the Compliance audit. If the audit (Single audit or Compliance audit, depending on Recipient entity type) has not been performed or completed prior to the closeout of the award, DOE may impose one or more of the actions outlined in 2 CFR 200.339, Remedies for Noncompliance.

Term 20. Indemnity

The Recipient shall indemnify DOE and its officers, agents, or employees for any and all liability, including litigation expenses and attorneys' fees, arising from suits, actions, or claims of any character for death, bodily injury, or loss of or damage to property or to the environment, resulting from the project, except to the extent that such liability results from the direct fault or negligence of DOE officers, agents or employees, or to the extent such liability may be covered by applicable allowable costs provisions.

Term 21. Foreign National Participation

If the Recipient (including any of its subrecipients and contractors) anticipates involving foreign nationals in the performance of the Award, the Recipient must, upon DOE's request, provide DOE with specific information about each foreign national to ensure compliance with the requirements for participation and access approval. The volume and type of information required may depend on various factors associated with the Award. The DOE Contracting Officer will notify the Recipient if this information is required.

DOE may elect to deny a foreign national's participation in the Award. Likewise, DOE may elect to deny a foreign national's access to a DOE sites, information, technologies, equipment, programs or personnel.

Term 22. Post-Award Due Diligence Reviews

During the life of the Award, DOE may conduct ongoing due diligence reviews, through Government resources, to identify potential risks of undue foreign influence. In the event, a risk is identified, DOE may require risk mitigation measures, including but not limited to, requiring an individual or entity not participate in the Award.

Subpart B. Financial Provisions

Term 23. Maximum Obligation

The maximum obligation of DOE for this Award is the total "Funds Obligated" stated in Block 13 of the Assistance Agreement to this Award.

Term 24. Refund Obligation

The Recipient must refund any excess payments received from SCEP, including any costs determined unallowable by the Contracting Officer. Upon the end of the project period (or the termination of the Award, if applicable), the Recipient must refund to SCEP the difference between (1) the total payments received from SCEP, and (2) the Federal share of the costs incurred. Refund obligations under this Term do not supersede the annual reconciliation or true up process if specified under the Indirect Cost Term.

Term 25. Allowable Costs

SCEP determines the allowability of costs through reference to 2 CFR part 200 as amended by 2 CFR part 910. All project costs must be allowable, allocable, and reasonable. The Recipient must document and maintain records of all project costs, including, but not limited to, the costs paid by Federal funds, costs claimed by its subrecipients and project costs that the Recipient claims as cost sharing, including in-kind contributions. The Recipient is responsible for maintaining records adequate to demonstrate that costs claimed have been incurred, are reasonable, allowable and allocable, and comply with the cost principles. Upon request, the Recipient is required to provide such records to SCEP. Such records are subject to audit. Failure to provide SCEP adequate supporting documentation may result in a determination by the Contracting Officer that those costs are unallowable.

The Recipient is required to obtain the prior written approval of the Contracting Officer for any foreign travel costs.

Term 26. Indirect Costs

A. Indirect Cost Allocation:

The budget for this Award does not include an allocation of segregated indirect billing rates. Therefore, indirect charges shall not be charged under allocated billing rates, nor shall reimbursement be requested for this project for segregated indirect cost billing rates, nor shall any indirect charges for this project be allocated to any other Federally sponsored project. The Recipient cannot claim indirect costs separately as cost share.

B. Fringe Cost Allocation:

The budget for this award does not include an allocation of segregated fringe billing rates. Fringe benefit costs have been found reasonable as incorporated in the

Recipient's burdened labor rate or under an allocated indirect cost billing rate. Therefore, fringe benefit costs shall not be charged as a separate rate allocation to this Award. SCEP will not reimburse fringe benefit costs as a separate budget item. Fringe benefit costs for this Award cannot be allocated as a separate rate allocation to any other Federally sponsored project.

C. Subrecipient Indirect Costs (If Applicable):

The Recipient must ensure its subrecipient's indirect costs are appropriately managed, have been found to be allowable, and comply with the requirements of this Award and 2 CFR Part 200 as amended by 2 CFR Part 910.

D. Indirect Cost Stipulations:

i. Modification to Indirect Cost Billing Rates

SCEP will not modify this Award solely to provide additional funds to cover increases in the Recipient's indirect cost billing rate(s). Adjustments to the indirect cost billing rates must be approved by the Recipient's Cognizant Agency or Cognizant Federal Agency Official.

The Recipient must provide a copy of an updated NICRA or indirect rate proposal to the DOE Award Administrator in order to increase indirect cost billing rates. If the Contracting Officer provides prior written approval, the Recipient may incur an increase in the indirect cost billing rates. Reimbursement will be limited by the budgeted dollar amount for indirect costs for each budget period as shown in Attachment 3 to this Award.

ii. Award Closeout

The closeout of the DOE award does not affect (1) the right of the DOE to disallow costs and recover funds on the basis of a later audit or other review; (2) the requirement for the Recipient to return any funds due as a result of later refunds, corrections or other transactions including final indirect cost billing rate adjustments; and (3) the ability of the DOE to make financial adjustments to a previously closed award resolving indirect cost payments and making final payments.

Term 27. Decontamination and/or Decommissioning (D&D) Costs

Notwithstanding any other provisions of this Award, the Government shall not be responsible for or have any obligation to the Recipient for (1) Decontamination and/or Decommissioning (D&D) of any of the Recipient's facilities, or (2) any costs which may be incurred by the Recipient in connection with the D&D of any of its facilities due to the performance of the work under this Award, whether said work was performed prior to or subsequent to the effective date of the Award.

Term 28. Use of Program Income

If the Recipient earns program income during the project period as a result of this Award, the Recipient must add the program income to the funds committed to the Award and used to further eligible project objectives.

Term 29. Payment Procedures

A. Method of Payment

Payment will be made by reimbursement through the Department of Treasury's ASAP system.

B. Requesting Reimbursement

Requests for reimbursements must be made through the ASAP system.

C. Adjusting Payment Requests for Available Cash

The Recipient must disburse any funds that are available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds before requesting additional cash payments from SCEP.

D. Payments

All payments are made by electronic funds transfer to the bank account identified on the Bank Information Form that the Recipient filed with the U.S. Department of Treasury.

E. Unauthorized Drawdown of Federal Funds

For each budget period, the Recipient may not spend more than the Federal share authorized to that particular budget period, without specific written approval from the Contracting Officer. The Recipient must immediately refund SCEP any amounts spent or drawn down in excess of the authorized amount for a budget period. The Recipient and subrecipients shall promptly, but at least quarterly, remit to DOE interest earned on advances drawn in excess of disbursement needs, and shall comply with the procedure for remitting interest earned to the Federal government per 2 CFR 200.305, as applicable.

Term 30. Budget Changes

A. Budget Changes Generally

The Contracting Officer has reviewed and approved the SF-424A in Attachment 3 to this Award.

Any increase in the total project cost, whether DOE share or Cost Share, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award, must be

approved in advance and in writing by the Contracting Officer.

Any change that alters the project scope, milestones or deliverables requires prior written approval of the Contracting Officer. SCEP may deny reimbursement for any failure to comply with the requirements in this term.

B. Transfers of Funds Among Direct Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds among direct cost categories where the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

The Recipient is required to notify the DOE Technology Manager/Project Officer of any transfer of funds among direct cost categories where the cumulative amount of such transfers is equal to or below 10 percent of the total project cost, which is stated as "Total" in Block 12 to the Assistance Agreement of this Award.

C. Transfer of Funds Between Direct and Indirect Cost Categories

The Recipient is required to obtain the prior written approval of the Contracting Officer for any transfer of funds between direct and indirect cost categories. If the Recipient's actual allowable indirect costs are less than those budgeted in Attachment 3 to this Award, the Recipient may use the difference to pay additional allowable direct costs during the project period so long as the total difference is less than 10% of total project costs and the difference is reflected in actual requests for reimbursement to DOE.

Subpart C. Miscellaneous Provisions

Term 31. Environmental, Safety and Health Performance of Work at DOE Facilities

With respect to the performance of any portion of the work under this Award which is performed at a DOE -owned or controlled site, the Recipient agrees to comply with all State and Federal Environmental, Safety and Health (ES&H) regulations and with all other ES&H requirements of the operator of such site.

Prior to the performance on any work at a DOE-owned or controlled site, the Recipient shall contact the site facility manager for information on DOE and site-specific ES&H requirements.

The Recipient is required apply this provision to its subrecipients and contractors.

Term 32. System for Award Management and Universal Identifier Requirements

A. Requirement for Registration in the System for Award Management (SAM)
Unless the Recipient is exempted from this requirement under 2 CFR 25.110, the Recipient must maintain the currency of its information in SAM until the Recipient submits the final financial report required under this Award or receive the final payment, whichever is later. This requires that the Recipient reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

B. Unique Entity Identifier (UEI)
SAM automatically assigns a UEI to all active SAM.gov registered entities. Entities no longer have to go to a third-party website to obtain their identifier. This information is displayed on SAM.gov.

If the Recipient is authorized to make subawards under this Award, the Recipient:

i. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from the Recipient unless the entity has provided its UEI number to the Recipient.

ii. May not make a subaward to an entity unless the entity has provided its UEI number to the Recipient.

C. Definitions
For purposes of this award term:

i. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov).

ii. Unique Entity Identifier (UEI) is the 12-character, alpha-numeric identifier that will be assigned by SAM.gov upon registration.

iii. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, subpart C:

1. A Governmental organization, which is a State, local government, or Indian Tribe.
2. A foreign public entity.
3. A domestic or foreign nonprofit organization.

4. A domestic or foreign for-profit organization.
5. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

iv. Subaward:

1. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

2. The term does not include the Recipient's procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.501 Audit requirements, (f) *Subrecipients and Contractors* and/or 2 CFR 910.501 Audit requirements, (f) *Subrecipients and Contractors*).

3. A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

v. Subrecipient means an entity that:

1. Receives a subaward from the Recipient under this Award; and
2. Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

Term 33. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it **does not and will not** require its employees or contractors to sign internal nondisclosure or confidentiality agreements or statements prohibiting or otherwise restricting its employees or contactors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it **does not and will not** use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it uses unless it contains the following provisions:

i. *"These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a*

violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

iii. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

Term 34. Subrecipient Change Notification

Except for subrecipients specifically proposed as part of the Recipient's Application for award, the Recipient must notify the Contracting Officer and Project Manager in writing 30 days prior to the execution of new or modified subrecipient agreements, including naming any To Be Determined subrecipients. This notification does not constitute a waiver of the prior approval requirements outlined in 2 CFR part 200 as amended by 2 CFR part 910, nor does it relieve the Recipient from its obligation to comply with applicable Federal statutes, regulations, and executive orders.

In order to satisfy this notification requirement, the Recipient documentation must, as a minimum, include the following:

- A description of the research to be performed, the service to be provided, or the equipment to be purchased.
- Cost share commitment letter if the subrecipient is providing cost share to the Award.
- An assurance that the process undertaken by the Recipient to solicit the subrecipient complies with their written procurement procedures as outlined in 2 CFR 200.317 through 200.327.

- An assurance that no planned, actual or apparent conflict of interest exists between the Recipient and the selected subrecipient and that the Recipient's written standards of conduct were followed.[1]
- A completed Environmental Questionnaire, if applicable.
- An assurance that the subrecipient is not a debarred or suspended entity.
- An assurance that all required award provisions will be flowed down in the resulting subrecipient agreement.

The Recipient is responsible for making a final determination to award or modify subrecipient agreements under this agreement, but the Recipient may not proceed with the subrecipient agreement until the Contracting Officer determines, and provides the Recipient written notification, that the information provided is adequate.

Should the Recipient not receive a written notification of adequacy from the Contracting Officer within 30 days of the submission of the subrecipient documentation stipulated above, the Recipient may proceed to award or modify the proposed subrecipient agreement.

Term 35. Conference Spending

The Recipient shall not expend any funds on a conference not directly and programmatically related to the purpose for which the grant was awarded that would defray the cost to the United States Government of a conference held by any Executive branch department, agency, board, commission, or office for which the cost to the United States Government would otherwise exceed $20,000, thereby circumventing the required notification by the head of any such Executive Branch department, agency, board, commission, or office to the Inspector General (or senior ethics official for any entity without an Inspector General), of the date, location, and number of employees attending such conference.

Term 36. Recipient Integrity and Performance Matters

A. General Reporting Requirement

If the total value of your currently active Financial Assistance awards, grants, and procurement contracts from all Federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made

[1] It is DOE's position that the existence of a "covered relationship" as defined in 5 CFR 2635.502(a)&(b) between a member of the Recipient's owners or senior management and a member of a subrecipient's owners or senior management creates at a minimum an apparent conflict of interest that would require the Recipient to notify the Contracting Officer and provide detailed information and justification (including, for example, mitigation measures) as to why the subrecipient agreement does not create an actual conflict of interest. The Recipient must also notify the Contracting Officer of any new subrecipient agreement with: (1) an entity that is owned or otherwise controlled by the Recipient; or (2) an entity that is owned or otherwise controlled by another entity that also owns or otherwise controls the Recipient, as it is DOE's position that these situations also create at a minimum an apparent conflict of interest.

available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this term. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

B. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

i. Is in connection with the award or performance of a Financial Assistance, cooperative agreement, or procurement contract from the Federal Government;

ii. Reached its final disposition during the most recent five-year period; and

iii. Is one of the following:

1. A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
2. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
3. An administrative proceeding, as defined in paragraph E of this term, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
4. Any other criminal, civil, or administrative proceeding if:
   a. It could have led to an outcome described in paragraph B.iii.1, 2, or 3 of this term;
   b. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
   c. The requirement in this term to disclose information about the proceeding does not conflict with applicable laws and regulations.

C. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this term. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

D. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph A of this term, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, Financial Assistance awards, (including cooperative agreement awards) with a cumulative total value greater than $10,000,000, must disclose semiannually any information about the criminal, civil, and administrative proceedings.

E. Definitions

For purposes of this term:

i. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or Financial Assistance awards. It does not include audits, site visits, corrective plans, or inspection of deliverables.

ii. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

iii. Total value of currently active Financial Assistance awards, cooperative agreements and procurement contracts includes—

1. Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
2. The value of all expected funding increments under a Federal award and options, even if not yet exercised.

Term 37. Export Control

The United States government regulates the transfer of information, commodities, technology, and software considered to be strategically important to the U.S. to protect national security, foreign policy, and economic interests without imposing undue regulatory burdens on legitimate international trade. There is a network of Federal agencies and regulations that govern exports that are collectively referred to as "Export Controls." The Recipient is responsible for ensuring compliance with all applicable United States Export Control laws and regulations relating to any work performed under a resulting award.

The Recipient must immediately report to DOE any export control violations related to the project funded under this award, at the recipient or subrecipient level, and provide the corrective action(s) to prevent future violations.

Term 38. Interim Conflict of Interest Policy for Financial Assistance

The DOE interim Conflict of Interest Policy for Financial Assistance (COI Policy) can be found at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance. This policy is applicable to all non-Federal entities applying for, or that receive, DOE funding by means of a financial assistance award (e.g., a grant, cooperative agreement, or technology investment agreement) and, through the implementation of this policy by the entity, to each Investigator who is planning to participate in, or is participating in, the project funded wholly or in part under this Award. The term "Investigator" means the PI and any other person, regardless of title or position, who is responsible for the purpose, design, conduct, or reporting of a project funded by DOE or proposed for funding by DOE. The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. Further, the Recipient must identify all financial conflicts of interests (FCOI), i.e., managed and unmanaged/ unmanageable, in its initial and ongoing FCOI reports.

Prior to award, the Recipient was required to: 1) ensure all Investigators on this Award completed their significant financial disclosures; 2) review the disclosures; 3) determine whether a FCOI exists; 4) develop and implement a management plan for FCOIs; and 5) provide DOE with an initial FCOI report that includes all FCOIs (i.e., managed and unmanaged/unmanageable). Within 180 days of the date of the Award, the Recipient must be in full compliance with the other requirements set forth in DOE's interim COI Policy.

Term 39. Organizational Conflict of Interest

Organizational conflicts of interest are those where, because of relationships with a parent company, affiliate, or subsidiary organization, the Recipient is unable or appears to be unable to be impartial in conducting procurement action involving a related organization (2 CFR 200.318(c)(2)).

The Recipient must disclose in writing any potential or actual organizational conflict of interest to the DOE Contracting Officer. The Recipient must provide the disclosure prior to engaging in a procurement or transaction using project funds with a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe. For a list of the information that must be included the disclosure, see Section VI. of the DOE interim Conflict of Interest Policy for Financial Assistance at https://www.energy.gov/management/department-energy-interim-conflict-interest-policy-requirements-financial-assistance.

If the effects of the potential or actual organizational conflict of interest cannot be avoided, neutralized, or mitigated, the Recipient must procure goods and services from other sources when using project funds. Otherwise, DOE may terminate the Award in accordance with 2 CFR 200.340 unless continued performance is determined to be in the best interest of the Federal government.

The Recipient must flow down the requirements of the interim COI Policy to any subrecipient non-Federal entities, with the exception of DOE National Laboratories. The Recipient is responsible for ensuring subrecipient compliance with this term.

If the Recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the Recipient must maintain written standards of conduct covering organizational conflicts of interest.

Term 40. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

As set forth in 2 CFR 200.216, recipients and subrecipients are prohibited from obligating or expending project funds (Federal and non-Federal funds) to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

See Public Law 115-232, section 889 for additional information.

Term 41. Human Subjects Research

Research involving human subjects, biospecimens, or identifiable private information conducted with Department of Energy (DOE) funding is subject to the requirements of DOE Order 443.1C, *Protection of Human Research Subjects*, 45 CFR Part 46, *Protection of Human Subjects (subpart A which is referred to as the "Common Rule"),* and 10 CFR Part 745, *Protection of Human Subjects*.

Federal regulation and the DOE Order require review by an Institutional Review Board (IRB) of all proposed human subjects research projects. The IRB is an interdisciplinary ethics board responsible for ensuring that the proposed research is sound and justifies the use of human subjects or their data; the potential risks to human subjects have been minimized; participation is voluntary; and clear and accurate information about the study, the benefits and risks of participating, and how individuals' data/specimens will be protected/used, is provided to potential participants for their use in determining whether or not to participate.

The Recipient shall provide the Federal Wide Assurance number identified in item 1 below and the certification identified in item 2 below to DOE prior to initiation of any project that will involve interactions with humans in some way (e.g., through surveys); analysis of their identifiable data (e.g., demographic data and energy use over time); asking individuals to test devices, products, or materials developed through research; and/or testing of commercially available devices in buildings/homes in which humans will be present. *Note:* This list of examples is illustrative and not all inclusive.

No DOE funded research activity involving human subjects, biospecimens, or identifiable private information shall be conducted without:

1) A registration and a Federal Wide Assurance of compliance accepted by the Office of Human Research Protection (OHRP) in the Department of Health and Human Services; and
2) Certification that the research has been reviewed and approved by an Institutional Review Board (IRB) provided for in the assurance. IRB review may be accomplished by the awardee's institutional IRB; by the Central DOE IRB; or if collaborating with one of the DOE national laboratories, by the DOE national laboratory IRB.

The Recipient is responsible for ensuring all subrecipients comply and for reporting information on the project annually to the DOE Human Subjects Research Database (HSRD) at https://science.osti.gov/HumanSubjects/Human-Subjects-Database/home. *Note:* If a DOE IRB is used, no end of year reporting will be needed.

Additional information on the DOE Human Subjects Research Program can be found at: https://science.osti.gov/ber/human-subjects

Term 42. Fraud, Waste and Abuse

The mission of the DOE Office of Inspector General (OIG) is to strengthen the integrity, economy and efficiency of DOE's programs and operations including deterring and detecting fraud, waste, abuse and mismanagement. The OIG accomplishes this mission primarily through investigations, audits, and inspections of Department of Energy activities to include grants, cooperative agreements, loans, and contracts. The OIG maintains a Hotline for reporting allegations of fraud, waste, abuse, or mismanagement. To report such allegations, please visit https://www.energy.gov/ig/ig-hotline.

Additionally, the Recipient must be cognizant of the requirements of 2 CFR § 200.113 Mandatory disclosures, which states:

> The non-Federal entity or applicant for a Federal award must disclose, in a timely manner, in writing to the Federal awarding agency or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non-Federal entities that have received a Federal award including the term and condition outlined in appendix XII of 2 CFR Part 200 are required to report certain civil, criminal, or administrative proceedings to SAM (currently FAPIIS). Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 CFR part 180, 31 U.S.C. 3321, and 41 U.S.C. 2313.)

Subpart D. Bipartisan Infrastructure Law (BIL)-specific requirements

Term 43. Reporting, Tracking and Segregation of Incurred Costs

BIL funds can be used in conjunction with other funding, as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the BIL and related Office of Management and Budget (OMB) Guidance. The Recipient must keep separate records for BIL funds and must ensure those records comply with the requirements of the BIL. Funding provided through the BIL that is supplemental to an existing grant or cooperative agreement is one-time funding.

Term 44. Davis-Bacon Requirements

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the award or project and confirming that all of the laborers and mechanics performing construction, alteration, or repair, through funding under the award are paid or will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all of the Davis-Bacon Act requirements, including but not limited to:

(1) ensuring that the wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.

(2) being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.

(3) receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.

(4) maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).

(5) conducting payroll and job-site reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

(6) cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

(7) posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects.

(8) notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards determinations; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

(9) preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis Bacon Semi-Annual

Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

The Recipient must undergo Davis-Bacon Act compliance training and must maintain competency in Davis-Bacon Act compliance. The Contracting Officer will notify the Recipient of any DOE sponsored Davis-Bacon Act compliance trainings. The Department of Labor offers free Prevailing Wage Seminars several times a year that meet this requirement, at https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events.

The Department of Energy has contracted with, a third-party DBA electronic payroll compliance software application. The Recipient must ensure the timely electronic submission of weekly certified payrolls as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software.

Davis Bacon Act Electronic Certified Payroll Submission Waiver
A waiver must be granted before the award starts. The applicant does not have the right to appeal SCEP's decision concerning a waiver request.

For additional guidance on how to comply with the Davis-Bacon provisions and clauses, see https://www.dol.gov/agencies/whd/government-contracts/construction and https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction.

Term 45. Buy American Requirement for Infrastructure Projects

A. Definitions

Components are defined as the articles, materials, or supplies incorporated directly into the end manufactured product(s).

Construction Materials are an article, material, or supply—other than an item primarily of iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is used in an infrastructure project and is or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber, drywall, coatings (paints and stains), optical fiber, clay brick; composite building materials; or engineered wood products.

Domestic Content Procurement Preference Requirement- means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
(A) all iron and steel used in the project are produced in the United States;
(B) the manufactured products used in the project are produced in the United States; or
(C) the construction materials used in the project are produced in the United States.
Also referred to as the **Buy America Requirement**.

Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging.
The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is

privately operated on behalf of the public or is a place of public accommodation.

B. Buy America Requirement

None of the funds provided under this award (federal share or recipient cost-share) may be used for a project for infrastructure unless:

1. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

2. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

3. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Recipients are responsible for administering their award in accordance with the terms and conditions, including the Buy America Requirement. The recipient must ensure that the Buy America Requirement flows down to all subawards and that the subawardees

and subrecipients comply with the Buy America Requirement. The Buy America Requirement term and condition must be included all sub-awards, contracts, subcontracts, and purchase orders for work performed under the infrastructure project.

C. Certification of Compliance

The Recipient must certify or provide equivalent documentation for proof of compliance that a good faith effort was made to solicit bids for domestic products used in the infrastructure project under this Award.

The Recipient must also maintain certifications or equivalent documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project, not covered by a waiver or exemption, are produced in the United States. The certification or proof of compliance must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials and flow up from all subawardees, contractors and vendors to the Recipient. The Recipient must keep these certifications with the award/project files and be able to produce them upon request from DOE, auditors or Office of Inspector General.

D. Waivers

When necessary, the Recipient may apply for, and DOE may grant, a waiver from the Buy America Requirement. Requests to waive the application of the Buy America Requirement must be in writing to the Contracting Officer. Waiver requests are subject to review by DOE and the Office of Management and Budget, as well as a public comment period of no less than 15 calendar days.

Waivers must be based on one of the following justifications:

1. Public Interest- Applying the Buy America Requirement would be inconsistent with the public interest;

2. Non-Availability- The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. Unreasonable Cost- The inclusion of iron, steel, manufactured products, or construction materials produced in the United

States will increase the cost of the overall project by more than 25 percent.

Requests to waive the Buy America Requirement must include the following:

- Waiver type (Public Interest, Non-Availability, or Unreasonable Cost);
- Recipient name and Unique Entity Identifier (UEI);
- Award information (Federal Award Identification Number, Assistance Listing number);
- A brief description of the project, its location, and the specific infrastructure involved;
- Total estimated project cost, with estimated federal share and recipient cost share breakdowns;
- Total estimated infrastructure costs, with estimated federal share and recipient cost share breakdowns;
- List and description of iron or steel item(s), manufactured goods, and/or construction material(s) the recipient seeks to waive from the Buy America Preference, including name, cost, quantity(ies), country(ies) of origin, and relevant Product Service Codes (PSC) and North American Industry Classification System (NAICS) codes for each;
- A detailed justification as to how the non-domestic item(s) is/are essential the project;
- A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and non-proprietary communications with potential suppliers;
- A justification statement—based on one of the applicable justifications outlined above—as to why the listed items cannot be procured domestically, including the due diligence performed (e.g., market research, industry outreach, cost analysis, cost-benefit analysis) by the recipient to attempt to avoid the need for a waiver. This justification may cite, if applicable, the absence of any Buy America-compliant bids received for domestic products in response to a solicitation; and
- Anticipated impact to the project if no waiver is issued.

The Recipient should consider using the following principles as minimum requirements contained in their waiver request:

- Time-limited: Consider a waiver constrained principally by a length of time, rather than by the specific project/award to which it applies. Waivers of this type may be appropriate, for example, when an item that is "non-available" is widely used in the project. When requesting such a waiver, the Recipient should identify a reasonable, definite time frame (e.g., no more than one to two years) designed so that the waiver is reviewed to ensure the condition for the waiver ("non-availability") has not changed (e.g., domestic supplies have become more available).

- Targeted: Waiver requests should apply only to the item(s), product(s), or material(s) or category(ies) of item(s), product(s), or material(s) as necessary and justified. Waivers should not be overly broad as this will undermine domestic preference policies.

- Conditional: The Recipient may request a waiver with specific conditions that support the policies of IIJA/BABA and Executive Order 14017.

DOE may request, and the Recipient must provide, additional information for consideration of this wavier. DOE may reject or grant waivers in whole or in part depending on its review, analysis, and/or feedback from OMB or the public. DOEs final determination regarding approval or rejection of the waiver request may not be appealed. Waiver requests may take up to 90 calendar days to process.

Term 46. Affirmative Action and Pay Transparency Requirements

All federally assisted construction contracts exceeding $10,000 annually will be subject to the requirements of Executive Order 11246:

(1) Recipients, subrecipients, and contractors are prohibited from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin.

(2) Recipients and Contractors are required to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This includes flowing down the appropriate language to all subrecipients, contractors and subcontractors.

(3) Recipients, subrecipients, contractors and subcontractors are prohibited from taking adverse employment actions against applicants and employees

for asking about, discussing, or sharing information about their pay or, under certain circumstances, the pay of their co-workers.

The Department of Labor's (DOL) Office of Federal Contractor Compliance Programs (OFCCP) uses a neutral process to schedule contractors for compliance evaluations. OFCCP's Technical Assistance Guide[2] should be consulted to gain an understanding of the requirements and possible actions the recipients, subrecipients, contractors and subcontractors must take.

Term 47. Potentially Duplicative Funding Notice

If the Recipient or subrecipients have or receive any other award of federal funds for activities that potentially overlap with the activities funded under this Award, the Recipient must promptly notify DOE in writing of the potential overlap and state whether project funds (i.e., recipient cost share and federal funds) from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items under this Award. If there are identical cost items, the Recipient must promptly notify the DOE Contracting Officer in writing of the potential duplication and eliminate any inappropriate duplication of funding.

Term 48. Transparency of Foreign Connections

During the term of the Award, the Recipient must notify the DOE Contracting Officer within fifteen (15) business days of learning of the following circumstances in relation to the Recipient or subrecipients:

1. The existence of any joint venture or subsidiary that is based in, funded by, or has a foreign affiliation with any foreign country of risk;
2. Any current or pending contractual or financial obligation or other agreement specific to a business arrangement, or joint venture-like arrangement with an enterprise owned by a country of risk or foreign entity based in a country of risk;
3. Any current or pending change in ownership structure of the Recipient or subrecipients that increases foreign ownership related to a country of risk;
4. Any current or pending venture capital or institutional investment by an entity that has a general partner or individual holding a leadership role in such entity who has a foreign affiliation with any foreign country of risk;
5. Any current or pending technology licensing or intellectual property sales to a foreign country of risk; and
6. Any current or pending foreign business entity, offshore entity, or entity outside the United States related to the Recipient or subrecipient.

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[2] See OFCCP's Technical Assistance Guide at: https://www.dol.gov/sites/dolgov/files/ofccp/Construction/files/ConstructionTAG.pdf?msclkid=9e397d68c4b111ec9d8e6fecb6c710ec Also see the National Policy Assurances http://www.nsf.gov/awards/managing/rtc.jsp

Term 49. Foreign Collaboration Considerations

a. Consideration of new collaborations with foreign organizations and governments. The Recipient must provide DOE with advanced written notification of any potential collaboration with foreign entities, organizations or governments in connection with its DOE-funded award scope. The Recipient must await further guidance from DOE prior to contacting the proposed foreign entity, organization or government regarding the potential collaboration or negotiating the terms of any potential agreement.

b. Existing collaborations with foreign entities, organizations and governments. The Recipient must provide DOE with a written list of all existing foreign collaborations in which has entered in connection with its DOE-funded award scope.

c. Description of collaborations that should be reported: In general, a collaboration will involve some provision of a thing of value to, or from, the Recipient. A thing of value includes but may not be limited to all resources made available to, or from, the recipient in support of and/or related to the Award, regardless of whether or not they have monetary value. Things of value also may include in-kind contributions (such as office/laboratory space, data, equipment, supplies, employees, students). In-kind contributions not intended for direct use on the Award but resulting in provision of a thing of value from or to the Award must also be reported. Collaborations do not include routine workshops, conferences, use of the Recipient's services and facilities by foreign investigators resulting from its standard published process for evaluating requests for access, or the routine use of foreign facilities by awardee staff in accordance with the Recipient's standard policies and procedures.

- ☐ Energy Savings Performance Contracting
- ☐ Biofuels
- ☐ Building Energy Codes & Inspection Services
- ☐ Capital Investments & Financing
- ☐ Biomass
- ☐ Clean Energy / Clean Energy Technologies
- ☐ Commuting Infrastructure
- ☐ Distributed Energy Resources
- ☐ Education and Outreach
- ☐ Electric Vehicles and Infrastructure
- ☐ Energy Affordability
- ☐ Energy Management
- ☐ Energy Audits
- ☐ Energy Certification Programs
- ☐ Energy Conservation
- ☐ Energy Efficiency
- ☐ Energy Equity
- ☐ Assessments & Feasibility Studies
- ☐ ENERGY STAR
- ☐ Energy Workforce Training
- ☐ Environmental Justice
- ☐ Financial Incentives
- ☐ Fuel Cell and Hydrogen Technologies
- ☐ Geothermal
- ☐ Hydropower / Hydrokinetic Power
- ☐ Not Applicable
- ☐ On-site Renewable Energy
- ☐ Pedestrian & Bike Infrastructure
- ☐ Reduce Commuting
- ☐ Resiliency
- ☐ Retrofits
- ☐ Solar
- ☐ Workforce Development
- ☐ STEM Education
- ☐ Storage
- ☐ Strategy Development
- ☐ Technical Assistance
- ☐ Traffic Signals & Street Lighting
- ☐ Waste to Energy / Solid Waste Minimization
- ☐ Weatherization
- ☐ Wind

5. Estimated annual energy savings: 33,002 MBtus

6. Description (executive summary of goals and objectives)*

The City will hire a consultant to audit the City's energy usage in order to understand which buildings are the largest energy consumers, identify which projects should be prioritized for upgrades and maintenance improvements and define a starting point for improved tracking of utility billing and building operations and maintenance.

U.S. Department of Energy

Energy Efficiency and Conservation Block Grant Program – Bipartisan Infrastructure Law 2021 (EECBGBIL)

ACTIVITY FILE

Grant Number: SE0000431, **State:** AL, **Program Year:** 2023

Recipient: City of Mobile

SEO title : Retrofitting InEfficient Infrastructure and Conducting Energy Audits: Mobile's Path to Energy Efficiency

Revision status: Active (pending add)

1. Activity

- ☐ Strategy Development
- ☐ Financial Incentive Programs
- ☐ Development and Implementation of Transportation Programs
- ☐ Material Conservation Programs
- ☐ Renewable Energy Technologies on Government Buildings
- ☐ States Sub-grants to Formula-Ineligible Communities (states only)
- ☐ Technical Consultant Services
- ☐ Energy Efficiency Retrofits
- ☐ Building Codes and Inspections
- ☐ Reduction and Capture of Methane and Greenhouse Gases
- ☐ Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures
- ☑ Building Energy Audits
- ☐ Energy Efficiency and Conservation Programs for Buildings and Facilities
- ☐ Energy Distribution Technologies for Energy Efficiency
- ☐ Traffic Signals and Street Lighting
- ☐ Administrative

Blueprints

Energy Planning
- ☐ 1. Energy Planning

Efficient Buildings
- ☑ 2a. Energy Efficiency - Energy Audits and Building Upgrades
- ☐ 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings
- ☐ 2c. Building Electrification Campaign
- ☐ 2d. Building Performance Standards & Stretch Codes

Renewables
- ☐ 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership
- ☐ 3b. Community Solar
- ☐ 3c. Solarize Campaign
- ☐ 3d. Renewable Resource Planning for Rural and Tribal Communities

Electric Transportation
- ☐ 4a. Electric Vehicles and Fleet Electrification
- ☐ 4b. EV Charging Infrastructure for the Community

Finance
- ☐ 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds

Workforce
- ☐ 6. Workforce Development

2. State: AL

3. Sectors

- ☐ Agriculture / Agricultural
- ☐ Commercial
- ☐ Higher Education
- ☐ Industrial
- ☐ K-12 Schools
- ☑ Local Government
- ☐ Low / Limited Income
- ☐ Non-profits
- ☐ Not Applicable
- ☐ Residential
- ☐ State or Territory Government
- ☐ Transportation
- ☐ Tribal / Native American

4. Technology and/or Topic Areas

- ☑ Audits and Assessments (Energy, Water, and Process)
- ☐ Benchmarking

7. Activity milestones

Milestone Description	Planned Amount
Draft and issue a competitive RFP for a consultant to complete an energy audit (1 mo.)	1
Review RFPs and select consultant (2 mos.)	2
Consultant carries out energy audit and presents draft to project team (12 mos.)	2
Project team reviews audit with consultant (1 mo.)	1
Consultant makes requested edits/additions to the audit (1 mo.)	1
Project team reviews and accepts final audit (1 mo.)	1

8. Activity performance metrics

a. Specific metric activity (required)**

8. Energy Audits

9. Activity funds by source

a. EECBGBIL grant (all funds in the approved budget)

Fund Source	Planned Amount
Federal Fund Source Type: Federal	$79,820.00
Applicant Fund Source Type: Applicant	$0.00
Total	**$79,820.00**

b. Leveraged funds anticipated (outside approved budget)

Fund Source	Planned Amount
No records found	
Total	**$0.00**

*Please use additional pages if more space is needed.
**Mandatory requirement

SEO title : Retrofitting Inefficient Infrastructure: Mobile's Path to Energy Efficiency
Revision status: Active (pending add)

1. Activity

- ☐ Strategy Development
- ☐ Financial Incentive Programs
- ☐ Development and Implementation of Transportation Programs
- ☐ Material Conservation Programs
- ☐ Renewable Energy Technologies on Government Buildings
- ☐ States Sub-grants to Formula-Ineligible Communities (states only)
- ☐ Technical Consultant Services
- ☑ Energy Efficiency Retrofits
- ☐ Building Codes and Inspections
- ☐ Reduction and Capture of Methane and Greenhouse Gases
- ☐ Programs for Financing, Purchasing, and Installing EE-RE, and Zero-Emission Transportation Measures
- ☐ Building Energy Audits
- ☐ Energy Efficiency and Conservation Programs for Buildings and Facilities
- ☐ Energy Distribution Technologies for Energy Efficiency
- ☐ Traffic Signals and Street Lighting
- ☐ Administrative

Blueprints

Energy Planning
- ☐ 1. Energy Planning

Efficient Buildings
- ☑ 2a. Energy Efficiency - Energy Audits and Building Upgrades
- ☐ 2b. Energy Savings Performance Contracts: Energy Efficiency and Electrification in Government Buildings
- ☐ 2c. Building Electrification Campaign
- ☐ 2d. Building Performance Standards & Stretch Codes

Renewables
- ☐ 3a. Solar & Storage - Power Purchase Agreements and Direct Ownership
- ☐ 3b. Community Solar
- ☐ 3c. Solarize Campaign
- ☐ 3d. Renewable Resource Planning for Rural and Tribal Communities

Electric Transportation
- ☐ 4a. Electric Vehicles and Fleet Electrification
- ☐ 4b. EV Charging Infrastructure for the Community

Finance
- ☐ 5. Unlocking Sustainable Financing Solutions for Energy Projects and Programs with Revolving Loan Funds

Workforce
- ☐ 6. Workforce Development

2. State: AL

3. Sectors

- ☐ Agriculture / Agricultural
- ☐ Commercial
- ☐ Higher Education
- ☐ Industrial
- ☐ K-12 Schools
- ☑ Local Government
- ☐ Low / Limited Income
- ☐ Non-profits
- ☐ Not Applicable
- ☐ Residential
- ☐ State or Territory Government
- ☐ Transportation
- ☐ Tribal / Native American

4. Technology and/or Topic Areas

- ☐ Audits and Assessments (Energy, Water, and Process)
- ☐ Benchmarking
- ☐ Environmental Justice
- ☐ Financial Incentives

- ☐ Energy Savings Performance Contracting
- ☐ Biofuels
- ☐ Building Energy Codes & Inspection Services
- ☐ Capital Investments & Financing
- ☐ Biomass
- ☐ Clean Energy / Clean Energy Technologies
- ☐ Commuting Infrastructure
- ☐ Distributed Energy Resources
- ☐ Education and Outreach
- ☐ Electric Vehicles and Infrastructure
- ☐ Energy Affordability
- ☐ Energy Management
- ☐ Energy Audits
- ☐ Energy Certification Programs
- ☐ Energy Conservation
- ☑ Energy Efficiency
- ☐ Energy Equity
- ☐ Assessments & Feasibility Studies
- ☐ ENERGY STAR
- ☐ Energy Workforce Training
- ☐ Fuel Cell and Hydrogen Technologies
- ☐ Geothermal
- ☐ Hydropower / Hydrokinetic Power
- ☐ Not Applicable
- ☐ On-site Renewable Energy
- ☐ Pedestrian & Bike Infrastructure
- ☐ Reduce Commuting
- ☐ Resiliency
- ☑ Retrofits
- ☐ Solar
- ☐ Workforce Development
- ☐ STEM Education
- ☐ Storage
- ☐ Strategy Development
- ☐ Technical Assistance
- ☐ Traffic Signals & Street Lighting
- ☐ Waste to Energy / Solid Waste Minimization
- ☐ Weatherization
- ☐ Wind

5. Estimated annual energy savings: 33,002 MBtus

6. Description (executive summary of goals and objectives)*

The City will use a portion of the EECBG funds to replace the chillers in the City History Museum's inefficient HVAC unit, one of the oldest and most inefficient in the City's System. This amount includes the estimated cost of one chiller and 37% ($20,000) of the cost for installation)

7. Activity milestones

Milestone Description	Planned Amount
Contract for consultant (1 month)	1
Design (1 month)	1
RFP and Bid (2 mos.)	2
Approval and Notice to proceed (1 mo.)	1
Installation (timeline dependent on equipment lead time)	1

8. Activity performance metrics

a. Specific metric activity (required)**

1. Retrofits

9. Activity funds by source

a. EECBGBIL grant (all funds in the approved budget)

Fund Source	Planned Amount

Federal Fund Source Type: Federal	$150,000.00
Applicant Fund Source Type: Applicant	$163,600.00
Total	$313,600.00

b. Leveraged funds anticipated (outside approved budget)

Fund Source	Planned Amount
Local Government Fund Source Type: Leveraged Leveraged Category: Local Government	$0.00
Total	$0.00

*Please use additional pages if more space is needed.
**Mandatory requirement

U.S. DEPARTMENT OF ENERGY

Federal Assistance Reporting Checklist

Attachment 2

1. Award Number: DE-SE0000431.0000	2. Program/Project Title: EECBG	
3. Recipient: City of Mobile, AL		
4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
I. PROJECT MANAGEMENT REPORTING		
☒ A. Performance Report	S	A. https://www.page.energy.gov
1. Status and Milestones		
2. Quantitative		
3. Narrative		
☒ B. Financial Report (SF-425)	S	B. https://www.page.energy.gov
☐ C. Other (see Special Instructions)	A5	C. See Special Instructions
II. AWARD MANAGEMENT REPORTING		
☒ A. Tangible Personal Property Report - Annual Property Report (SF-428 & SF-428A)	Y	A. Send Email to DOE Project Officer
☒ B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)	A5	B. https://www.page.energy.gov
☐ C. Uniform Commercial Code (UCC) Financing Statements	A5	C. https://www.page.energy.gov
☒ D. Federal Subaward Reporting System (FSRS)	A5	D. See section II. D. for instructions and due dates
☐ E. Annual Incurred Cost Proposal	A5	E. FSRS
☒ F. Single Audit: States, Locals, Tribal Governments, and Non-Profits	Y180	F. See section II. F. for instructions and due dates
☒ G. Other	O	G. See section II. G. for instructions and due dates
1. Annual Historic Preservation Report	Y	G1. Email to project officer & EECBG.NEPA@ee.doe.gov
☒ H. Davis Bacon		
1. Semi-Annual Davis Bacon	S	H1. https://www.page.energy.gov
2. Weekly Payroll report	W	H2. https://www.page.energy.gov
III. CLOSEOUT REPORTING		
☒ A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)	F	A. https://www.page.energy.gov
☐ B. Other (see Special Instructions)	F	B. See Special Instructions

4. Reporting Requirements (see also the Special Instructions)	Frequency	Addresses
IV. Bipartisan Infrastructure Law Reporting		
☒ A. Quality Job Creation		
☒ 1. Direct Jobs	A5	A.1.See Section V.D.I for instructions and due dates
☒ 2. Good Jobs	Y	A.2. https://www.page.energy.gov
☒ B. Equity and Justice	Y	
☒ 1. Community Engagement Process		B. https://www.page.energy.gov
☒ 2. Engagement Events and Technical Assistance		
☒ C. Pathway to Net-Zero		C. https://www.page.energy.gov
☒ 1. Infrastructure Supported		
☒ 2. Energy Saved		
☒ D. One-Time Location Report	1	D. https://www.page.energy.gov

FREQUENCY CODES AND DUE DATES:

A5 – As Specified or within five (5) calendar days after the event.

F – Final; within 120 calendar days after expiration or termination of the award.

O – Other: See instructions for further details.

P – Post-project (after the period of performance); within five (5) calendar days after the event, or as specified.

Q – Quarterly; within 30 calendar days after the end of the federal fiscal year quarter.

S – Semiannually; within 30 days after end of the reporting period.

Y – Yearly; within 90 calendar days after the end of the federal fiscal year.

Y180 – Yearly; within 180 calendar days after the close of the recipient's fiscal year.

W – Weekly; within 7 days of the payroll

1 – One time report

FULL URLS:

OSTI E-Link: http://www.osti.gov/elink-2413
OSTI E-Link Datasets: https://www.osti.gov/elink/2416-submission.jsp
DOE CODE: https://www.osti.gov/doecode/
iEdison: http://www.iedison.gov
EERE PMC: https://www.eere-pmc.energy.gov/SubmitReports.aspx
FSRS: https://www.fsrs.gov
PAGE: https://www.page.energy.gov

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Reporting Instructions

*** ***Throughout the performance of the project, it is important that you mark Protected Data/Limited Rights Data as described in Appendix A. It is equally important that you not submit Protected Personally Identifiable Information (Protected PII) to DOE. See Appendix A for guidance on Protected PII.*** ***

I. Project Management Reporting

A. Performance Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30)

Semi-annual, the prime recipient is required to submit a Performance Report for the project. This report summarizes the entirety of work performed by the prime recipient, subrecipients, and contractors. The Performance Report contains qualitative information on the project progress, and captures quantitative information on the project progress. The PR must include the following information. Your DOE project team will provide a form for submission.

1. **Organizations**
   Identify all subrecipients, contractors, U.S. National Laboratories, partners, and collaborating organizations. Recipients must also include all foreign collaborators as outlined in the Foreign Collaboration Considerations term of the award Terms and Conditions. For each, provide name, UEI, zip code or latitude/longitude, role in the project, contribution to the project, and start and end date. This is information can be included in the qualitative section of the report.

2. **Tasks and Milestones**
   Enter all tasks and milestones identified in your activity file. Each reporting period, update the status of the task/milestone. More milestones can be added as relevant to your project.

3. **Outlays**
   Using your approved budget, enter all of the expenditures incurred each reporting period. Also include recipient cost share.

4. **Metrics**
   Report on your primary process metric selected in the application and any additional metrics that are applicable to your project. Please refer to the EECBG Program Process Metrics, EECBG-BIL-Reporting-Guidance.pdf (energy.gov), and the Eligible Activity Areas and their Recommended Process Metrics (energy.gov) per your activity.

5. **Products**

   Can be uploaded as an attachment to the PAGE performance report.

   What has the project produced?

   In the qualitative section of this report, list any products resulting from the project during the reporting period. Examples of products include: publications, conference papers, and presentations; website(s); technologies or techniques; ; and other products, such as data or databases, physical collections, audio or video products, software or NetWare, models, educational aids or curricula, instruments or equipment, research material, interventions (e.g., clinical or educational), new business creation or any other public release of information related to the project.

   a. **Publications, conference papers, and presentations**
      Report the publication(s) resulting from the work under this award.

      Please note: Recipients must use the DOE acknowledgement and legal disclaimer language as described in the Special Terms and Conditions.

      The recipient is reminded that all data produced under the award should comply with the award's data management plan (DMP). The DMP provides a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publication. At a minimum, the DMP (1) describes how data sharing and preservation will enable validation of the results from the proposed work, how the results could be validated if data are not shared or preserved and (2) has a plan for making all research data displayed in publications resulting from the proposed work digitally accessible at the time of publications.

      i. **Publications, conference papers and presentations**
         Identify any other publications, conference papers and/or presentations not reported above. Specify the status of the publication as noted above.

b. Website(s)

List the URL for any Internet site(s) that disseminates the results of the research activities. A short description of each site should be provided. It is not necessary to include the publications already specified above in this section.

c. Other products

Identify any other significant products that were developed under this project. Describe the product and how it is being shared. Examples of other products are: Data or databases; Physical collections; Audio or video products; Software or NetWare; Models; Educational aids or curricula; Instruments or equipment; Research material (e.g., germplasm, cell lines, DNA probes, animal models); Interventions (e.g. clinical, educational); new business creation; and Other.

6. Participants

The following information on participants (individuals) was provided during award negotiations. This can be updated in the awards contacts section in https://www.page.energy.gov. On a (quarterly/semi-annual/annual) basis, provide updates as needed. For most projects, recipients must identify and provide specific information for the following individuals at the prime and subrecipient level: (1) all senior and key personnel (including project director(s)/principal investigator(s)); and (2) each person who has worked or is expected to work at least 160 hours on the project at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). In limited circumstances, typically large-scale construction projects, recipients are only required to report on (1) senior and key personnel for the prime recipient and subrecipients. Please refer to the Participants and Other Collaborating Organizations Term in your award Terms and Conditions to determine what level of reporting is required for your specific award.

a. What individuals have worked on the project?

Provide the following information for individuals at the prime recipient and subrecipient level: (1) all senior and key personnel; and (2) each person who has worked or is expected to work at least one person month per year on the project regardless of the source of compensation (a person month equals approximately 160 hours of effort). This information can be added as an attachment in the https://www.page.energy.gov document library.

i. Name
ii. Organization
iii. Job Title
iv. Role in the project

v. Start and end date (month and year) working on the project
vi. State, U.S. territory, and/or country of residence
vii. Whether this person collaborated with an individual or entity located in a foreign country in connection with the scope of this Award, and
viii. If yes to a.vii, whether the person traveled to the foreign country as part of that collaboration, and, if so, where and what the duration of stay was.

7. **Special Reporting Requirements**
Respond to any special reporting requirements specified in the award terms and conditions, as well as any award specific reporting requirements.

8. **Qualitative reporting requirements**
In this section, provide any additional description about the project. Can be used to elaborate on information requested above and can include on impact, changes or issues, achievements, or more.

B. Financial Report SF-425 Federal Financial Report

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 30 calendar days after the end of the semi-annual reporting period (April 30 and October 30) **and** within 120 calendar days after expiration or termination of the award

Semi-annually the prime recipient is required to submit a completed SF-425 for the project to DOE, covering the entirety of work performed by the prime recipient, subrecipients, and contractors – to DOE.

C. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within five (5) calendar days after the event, or as specified

II. Award Management Reporting

A. Tangible Personal Property Report – Annual Property Report (SF-428 & SF-428A)

Submit to:	Send Email to DOE Project Officer
Submission deadline:	Within 90 calendar days after the end of the annual reporting period when applicable

The prime recipient must submit an annual inventory of federally-owned property (government-furnished) where the award specifies that title to the property vests with the federal government, whether it is in the possession of the prime recipient or subrecipient(s). The prime recipient must complete an SF-428 and SF-428A, available at Post-Award Reporting Forms | GRANTS.GOV.

B. Tangible Personal Property Report – Disposition Request/Report (SF-428 & SF-428C)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 5 calendar days of the event or as specified when applicable

The prime recipient must request disposition instructions for or report disposition of federally-owned property or equipment acquired with project funds, whether the property or equipment is/was in the possession of the prime recipient or subrecipient(s). Recipients may also be required to provide compensation to the awarding agency when acquired equipment is sold or retained for use on activities not sponsored by the federal government. Any equipment with an acquisition cost above $5,000 must be included in the inventory.

If disposition occurs at any time other than award closeout (i.e., at any time throughout the life of the project or after project completion and closeout as long as the federal government retains an interest in the item), the prime recipient must complete an SF-428 and SF-428C, available at Post-Award Reporting Forms | GRANTS.GOV

If disposition instructions are requested at the time of award closeout, the prime recipient must submit the SF-428 and SF-428B (see **III. Closeout Reporting**).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

C. Uniform Commercial Code (UCC) Financing Statements

Submit to:	Send Email to DOE Project Officer

Submission deadline:	Within five (5) calendar days after the event, or as specified.

If a for-profit recipient or subrecipient desires to purchase a piece of equipment for their project, and the per-unit dollar value of said equipment is $5,000 or more, and the federal share of the financial assistance agreement is more than $1M, the recipient or subrecipient must file a UCC financing statement.

A UCC financing statement provides public notice that the federal government has an undivided reversionary interest in the equipment, and as such the equipment cannot be sold or used as collateral for a loan (encumbered).

The for-profit recipient or subrecipient must file the UCC financing statement(s) with the Secretary of State where the equipment will be physically located and must pay any associated costs for such filings.

The initial UCC financing statement may also be referred to as a UCC1. For additional pieces of equipment not specified in the award budget, TBD equipment, or equipment needed in future budget periods, the recipient can file an amendment to the original UCC1 financing statement, by submitting the UCC3 financing statement amendment.

Each UCC financing statement or amendment is to be filed with the appropriate Secretary of State office, where the equipment will be physically located.

Note: All costs associated with filing UCC financing statements, UCC financing statement amendments, and UCC financing statement terminations, are allowable and allocable costs which can be charged to the federal award.

At a minimum, the recipient must have stated in their UCC financing statement in block 4. (collateral) the following:

- "Title to all equipment (not real property) purchased with federal funds under this financial assistance agreement is conditional pursuant to the terms of 2 CFR 910.360, and the federal government retains an undivided reversionary interest in the equipment at the federal cost-share proportion specified in the award terms and conditions."
- Federal Award Identification Number (e.g., DE-EE000XXXX)

D. Federal Subaward Reporting System (FSRS)

Submit to:	https://www.fsrs.gov/
Submission deadline:	The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to $30,000.

The Federal Subaward Reporting System (FSRS) is the reporting tool prime recipients use to capture and report subaward and executive compensation data regarding their first-tier subrecipients to meet the FFATA reporting requirements. Prime recipients will report against subrecipients' awards. The subrecipient information entered in FSRS will then be displayed on USASpending.gov associated with the prime recipient's award furthering federal spending transparency.

The prime recipient is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-award greater than or equal to $30,000.

E. Annual Incurred Cost Proposals

Submit to:	If DOE is the Cognizant Federal Agency, send the Annual Incurred Cost Proposal to one of the following offices: • CostPrice@ee.doe.gov (if the Golden Field Office is Cognizant); OR • IndirectRates@hq.doe.gov (if OCED is Cognizant) • PricingGroup@netl.doe.gov (if NETL is Cognizant) Otherwise, submit the proposal to the Recipient's appropriate Cognizant Federal Agency office.
Submission deadline:	Within 180 calendar days after the close of the recipient's fiscal year* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

Prime recipients must submit a certified annual Incurred Cost Proposal (ICP), reconciled to its financial records, in order to finalize and reconcile billing rates incurred and billed to the Government.

An ICP submission is required unless one of the following conditions apply to the DOE award:

- Recipient elected to apply the 10% de minimis rate as allowed under 2 CFR 200.414(f); or
- Recipient has a pre-determined Negotiated Indirect Cost Rate Agreement (NICRA).

F. Single Audit: States, Local Government, Tribal Governments, Institution of Higher Education (IHE), or Non-Profit Organization

Submit to:	Federal Audit Clearinghouse - https://harvester.census.gov/facweb/Default.aspx
Submission deadline:	Within the earlier of 30 days after receipt of the auditor's report(s) or 9 months after the end of the audit period (recipient's fiscal year-end)* *The end of the period of the performance, or closure of an award, does not dismiss this reporting requirement.

As required by 2 CFR 200 Subpart F, non-federal entities that expend $750,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted. The single audit must be conducted in accordance with §200.514 Scope of audit, except when it elects to have a program-specific audit conducted.

For most single audits, the requirement is for annual single audits. However, there are occasions where a single audit is not required annually. Per 2 CFR 200.504 - Frequency of audits, a state, local government, or Indian tribe that is required by constitution or statute to undergo its audits less frequently than annually, is permitted to undergo its audits biennially. Also, any nonprofit organization that had biennial audits for all biennial periods ending between July 1, 1992, and January 1, 1995, is permitted to undergo its single audits biennially.

For a program-specific audit, when a recipient expends federal award funds under only one federal program (excluding R&D) and the federal program's statutes, regulations, or the terms and conditions of the federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the federal awards expended were received from the same federal agency, or the same federal agency and the same pass-through entity, and that federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.

The single audit report shall include audited financial statements.

G. National Environmental Policy Act (NEPA) Reporting

Submit to:	Historic Preservation report: https://www.page.energy.gov
Submission deadline:	Historic Preservation reports: September 15 of each year

Activities utilizing the Historic Preservation Programmatic Agreements must indicate this on the annually required Historic Preservation report. Reports are due September 15 of each year. Forms can be found on and submitted through the DOE PAGE platform found at www.page.energy.gov/. The Historic Preservation report must be submitted for all activities including activities conducted by the sub-recipient. A full list of Programmatic Agreements can be found at Historic Preservation – Executed Programmatic Agreements | Department of Energy

H. Davis Bacon Reporting

Submit to:	https://www.page.energy.gov

Submission deadline:	Within 7 days of each pay period and Semi-annually when applicable

a. The DBA applies to contractors and subcontractors of the recipient or sub-recipients for contracts more than $2,000 for the construction, alteration, and/or repair of public buildings or public works, including painting and decorating, where the United States or the District of Columbia is a direct party to the contract. Contractors and subcontractors funded in whole or in part under this Award shall pay their laborers and mechanics wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the Davis-Bacon Act (DBA).

b. EECBG Program formula grant recipients will also be required to undergo DBA compliance training and maintain competency in DBA compliance. The Contracting Officer will notify the recipient of any DOEsponsored DBA compliance trainings. DOL offers free Prevailing Wage Seminars several times a year that meet this requirement, at: https://www.dol.gov/agencies/whd/governmentcontracts/construction/seminars/events

c. Weekly Payroll Report
   i. EECBG prime recipients (grantees) must maintain an accurate record of hours worked and wages paid, including fringe benefit contributions, and submit certified payrolls on a weekly basis to DOE. Grantees are also responsible for tracking and maintain DBA records for all subcontractors and sub-recipients. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems
   ii. EECBG Program recipients must ensure the timely electronic submission of weekly certified payrolls through the DOE-provided DBA software application as part of its compliance with the Davis-Bacon Act unless a waiver is granted to a particular contractor or subcontractor because it is unable or limited in its ability to use or access. Applicants should indicate if they will seek a waiver.

d. Semi-Annual Compliance and Enforcement Report
   i. EECBG grantees must submit semi-annual reports on compliance with the enforcement of the labor standards provision of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1 through September 30
   ii. Examples of labor compliance platforms available to help grantees streamline DBA reporting by contractors and subcontractors include: LCPtracker, eMARS, Elation Systems, and other third-party systems For more information about labor laws to include Davis Bacon Act and Build American Buy American contact BILLabor@hq.doe.gov.

III. Closeout Reporting

A. Tangible Personal Property Report – Final Report (SF-428 & SF-428B)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award

The prime recipient must submit a final inventory of and request disposition instructions for any federally-owned property and/or property or equipment acquired with project funds with an acquisition cost above $5,000, whether the property is/was in the possession of the prime recipient or subrecipients.

The prime recipient must complete an SF-428 and SF-428B, available at Post-Award Reporting Forms | GRANTS.GOV.

If disposition occurs at any time other than award closeout, the prime recipient must complete an SF-428 and SF-428C (see IV. Other Reporting H. Property Disposition Request/Report).

Only the DOE Contracting Officer has authority to approve disposition requests and issue disposition instructions.

B. Other (see Special Instructions)

Submit to:	https://www.page.energy.gov
Submission deadline:	Within 120 calendar days after expiration or termination of the award

IV. BIL Reporting

A. Quality Job Creation

1. Direct Jobs

Submit to:	Consult DOE Project team for the announcement of the Davis Bacon Reporting Tool
Submission deadline:	Weekly

This award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2000 on an award funded directly by or assisted in whole or in part by funds made available under this award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

The Recipient must ensure the timely electronic submission of weekly certified payrolls to a third-party DBA electronic payroll compliance software application unless a waiver is granted to a particular contractor or subcontractor because they are unable or limited in their ability to use or access the software. Please refer to section II.H. for information on Davis Bacon Act Reporting.

2. Good Jobs

Submit to:	https://www.page.energy.gov
Submission deadline:	Yearly; within 30 calendar days after the end of the federal fiscal year

Recipients must complete and upload the jobs template (coming soon) that will be available for download from the PAGE site or the EECBG formula application hub on an annual basis. Once available, the report will be uploaded to the PAGE document library. The report focuses on good jobs provided to employees through EECBG Program funds.

B. Equity and Justice

Submit to:	https://www.page.energy.gov
Submission deadline:	Semi-annually within 30 calendar days after the end of the federal fiscal year quarter

The Equity and Justice reports are imbedded in the EECBG Program Process Metrics as part of the performance report. Please report on EECBG process metrics 9d. (Organizations Receiving TA) and 11a. (Community and Stakeholder Engagement) when applicable to #1 and #2 below.

1. **Community Engagement Process**
   This report applies to all projects that include building, expanding, or retrofitting a facility. Recipients should report on engagement activities such as participatory research, citizen advisory committees, open planning forums, etc. and the outputs of those activities such as memorandums of understanding, letters of support, etc. Information in this tab should reflect the objectives.

2. **Engagement Events and Technical Assistance**
   This report applies to all projects that hold stakeholder engagement events. Recipients are required to report on stakeholders engaged and from what, if any, communities of interest.

C. Pathways to Net Zero

Submit to:	https://www.page.energy.gov
Submission deadline:	**As Specified,** within 30 calendar days after the end of the first quarterly reporting period; **Yearly;** within 90 calendar days after the end of the federal fiscal year and **Final;** within 120 calendar days after expiration or termination of the award.

Pathways to Net Zero Reports will be imbedded in the EECBG Program Process Metrics as part of the performance reports. Please report on EECBG process metric areas 1 (Retrofits), 3 (Equipment Purchased), and 5 (Renewable Energy) when applicable.

1. **Infrastructure Supported**
   This report applies to projects that build, retrofit, retool, repurpose, or otherwise support the construction or continued operation of energy generation, energy storage, or other clean energy infrastructure. Projects that fund infrastructure planning should also report.

   Recipients are required to report on planned values, annual actual values for the life of project, and values at closeout. This report is structured by technology type, recipients need only complete the technology type applicable to their project as indicated by the DOE project team.

2. **Energy Saved**
   This report applies to all projects that include energy efficiency upgrades or fuel switching, water conservation upgrades that save energy, or distributed energy resources. Recipients are required to report on interventions completed as well as planned and actual energy savings.

D. One Time Location Report

Submit to:	https://www.page.energy.gov
Submission deadline:	One time

In addition to the reporting of metrics, there is a one-time special status report requirement for recipients with projects that take place in specific physical locations. The eligible activities that would be most applicable to the One-time Location Report are noted in Attachment 2. This report is required for all EECBG Program formula recipients pursuing activities mapped to this report, including projects benefitting disadvantaged communities. This report would be best completed during the first year of the award.

V. Appendix A: Notice To Recipients (Prime Recipients And Subrecipients) Regarding Protected Data, Limited Rights Data And Protected Personally Identifiable Information

I. PROTECTED DATA AND LIMITED RIGHTS DATA

The recipient is required to mark protected data and limited rights data in accordance with the IP clause set of the award agreement. Failure to properly mark data may result in its public disclosure under the Freedom of Information Act (FOIA, 5 U.S.C. § 552) or otherwise.

A. Protected Data - Technical Data or Commercial or Financial Data First Produced in the Performance of the Award

The U.S. Government normally retains unlimited rights in any technical data or commercial or financial data produced in performance of Government financial assistance awards, including the right to distribute to the public.

However, under certain DOE awards, the recipient may mark certain categories of data produced under the award as protected from public disclosure for a period of time ("Protected Data"). If the award agreement provides for protected data and the recipient wants the data to be protected, the recipient must properly mark any documents containing Protected Data. The recipient should review the IP clause set of the award agreement to determine the applicability of protected data, the maximum length of period of time for data protection and the required markings that must be used to invoke data protection for the award.

B. Limited Rights Data - Data Produced Outside of the Award at Private Expense

Limited Rights Data is data (other than computer software) developed at private expense outside any Government financial assistance award or contract that embody trade secrets or are commercial or financial and confidential or privileged. Prior to including any Limited Rights Data in any documents to DOE, the recipient should review the award agreement. In most DOE awards, the recipient should not deliver any limited rights data to DOE if the recipient wants to protect the Limited Rights Data. If the DOE award does allow and require the delivery of limited rights data, then the recipient must properly mark any documents containing Limited Rights Data as set forth in the IP clause of the award agreement.

II. PROTECTED PERSONALLY IDENTIFIABLE INFORMATION

The recipient should not include any Protected Personally Identifiable Information (Protected PII) in their submissions to DOE. Protected PII is defined as any data that, if compromised, could cause harm to an individual such as identify theft. Protected PII includes, but is not limited to:

- Social Security Numbers in any form;
- Place of Birth associated with an individual;
- Date of Birth associated with an individual;
- Mother's maiden name associated with an individual;
- Biometric record associated with an individual;
- Fingerprint;
- Iris Scan;
- DNA;
- Medical history information associated with an individual;
- Medical conditions, including history of disease;
- Metric information, e.g., weight, height, blood pressure;
- Criminal history associated with an individual;
- Ratings;
- Disciplinary actions;
- Passport number;
- Educational transcripts;
- Financial information associated with an individual;
- Credit card numbers; and
- Security clearance history or related information (not including actual clearances held).

Intellectual Property Provisions (NRD-821)
Nonresearch and Development

Intellectual property rights are subject to 2 CFR 200.315 (e.g. institution of higher education or nonprofit organizations) or 2 CFR 910.362 (e.g. for-profit).

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

NOTICE OF HEARING TO CONSIDER VACATION OF
CITY RIGHT-OF-WAY LOCATED ON FARNELL LANE

Notice is hereby given that the Mobile City Council proposes to consider adoption of a resolution assenting to the vacation of City right-of-way located Farnell Lane.

The adoption of such resolution will be considered by the Mobile City Council on the 25th day of March, 2025 at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street.

Any citizen alleging to be affected by the proposed vacation may submit a written objection or may speak at the public hearing.

Lisa C. Lambert
City Clerk

NOTICE OF HEARING TO CONSIDER A VACATION OF RIGHT OF WAY\
FEE AS A CONDITION OF THE VACATION OF CITY RIGHT-OF-WAY
LOCATED ON FARNELL LANE

The City of Mobile has been requested by the Bissell Realty Incorporated to vacate City right-of-way located on Farnell Lane.

The City of Mobile may require abutting landowners who will directly benefit from such vacation to pay a vacation of right-of-way fee equal to the fair market value of the land. The fair market value shall be determined by the Mobile City Council after a public hearing which will be held on Tuesday, March 25, 2025, at 10:30 a.m., in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama.

Any citizen who desires will be allowed to speak for or against this matter at the public hearing.

Lisa C. Lambert, City Clerk

RESOLUTION

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of City right-of-way located on Farnell Lane, as per Resolution **VACATION RESOLUTION #** is hereby set at $135,320.00.

Adopted:

_____

City Clerk

BURR FORMAN LLP
results matter

Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

100 days: 1-11-25

October 3, 2024

VIA HAND DELIVERY

Lisa C. Lambert
City of Mobile Clerk
Government Plaza
Mobile, Alabama

Re: Right-of Way Vacation

Dear Ms. Lambert:

Please find enclosed the necessary documentation to vacate a City right-of-way located off of Government Boulevard. The enclosed does contain the signatures of all of the abutting property owners, as well as a map showing all surrounding properties.

The two adjoining parcels have values as set forth below, with all information coming from the Mobile County Revenue Commissioners' Office:

Parcel 1	
Assessed Value of Land:	$108,140.00
Size:	33,901 sq. ft.
Value/Square Foot:	$3.21
Parcel 2	
Assessed Value of Land:	$27,180.00
Size:	3,554 sq. ft.
Value/Square Foot:	$7.60

The subject right-of-way to be vacated contains approximately 7,689 sq. ft. It is our opinion that the right-of-way should have a value of $3.21/sf since it is similar in size to Parcel 2. Thus, it is our opinion that the right-of-way has a value of $24,360.00.

However, it is our position that no compensation should be required for this vacation, as part of the agreement with the City of Mobile Engineering Office is that we will trade this right-of-way for an easement along Parcel 2 to allow the City access to the drainage ditch. This is the only purpose of the right-of way to be vacated (providing access for maintenance of the ditch), and the City has not spent any monies improving the subject right-of-way over the last several years. Thus, this is an exchange for one right-of-way for another.

Also, it is our opinion that no Traffic Impact Study should be allowed as the subject right-of-way has never been open.

Please let me know if you have any questions or need any additional information at this time.

Thank you.

Sincerely,

Douglas L. Anderson

DLA/mt
Enclosures

STATE OF ALABAMA

COUNTY OF MOBILE

PETITION TO THE MOBILE CITY COUNCIL FOR ITS ASSENT TO THE VACATION OF A PORTION OF FARNELL LANE IN THE CITY OF MOBILE, ALABAMA

Come now **Bissell Realty Incorporated**, an Alabama corporation, as the signer of the Declaration of Vacation which is attached hereto and incorporated herein by reference as though fully set out herein, and respectfully petition the Mobile City Council to assent to the vacation and closing by such signer as the sole owner to the following described property situated in the City of Mobile, Alabama and being more particularly described as follows:

See Exhibit A attached hereto and made a part hereof.

Petitioner submits herewith an executed copy of the Declaration of Vacation, and respectfully prays that the Mobile City Council adopt a resolution assenting to the same in accordance with the provisions of §23-4-20, Code of Alabama, 1975, as amended.

Your Petitioner herein says and shows that said property herein described is a right of way, that your Petitioner is the sole owner of the property abutting said right of way, that the vacation of this right of way will not deny other property owners of any rights as they may have to convenient and reasonable means of ingress and egress to and from their property, and that it would be in the best interest of the Mobile City Council to vacate the same.

[Remainder of Page Intentionally Blank]

BISSELL REALTY INCORPORATED
An Alabama corporation

By: Harold E Bissell
Print Name: HAROLD E BISSELL
Title: MANAGING MEMBER

State of Alabama
County of Shelby

I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Harold E. Bissell, whose name as Managing Member of **Bissell Realty Incorporation**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 9th day of September, 2024.

Pamela Ray
NOTARY PUBLIC
My Commission Expires: 12/11/2027

EXHIBIT A

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SHADY BROOK GARDENS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGES 192 – 193, OFFICE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N 0°14'30" E A DISTANCE OF 124.49 FEET TO A POINT; THENCE RUN S 89°45'30" E A DISTANCE OF 31.56 FEET TO A POINT; THENCE RUN N 0°17'48" E A DISTANCE OF 8.73 FEET TO A POINT; THENCE RUN S 89°45'21" E A DISTANCE OF 31.56 FEET TO A POINT; THENCE RUN S 0°14'39" W A DISTANCE OF 105.17 FEET TO A POINT; THENCE RUN S 55°45'28" W A DISTANCE OF 38.31 FEET TO A POINT; THENCE RUN SOUTH A DISTANCE OF 6.36 FEET TO A POINT; THENCE RUN N 89°45'30" W A DISTANCE OF 31.56 FEET TO THE POINT OF BEGINNING. CONTAINING 0.17 ACRES, MORE OR LESS.

STATE OF ALABAMA)

COUNTY OF MOBILE)

DECLARATION OF VACATION OF
A PORTION OF FARNELL LANE LOCATED IN
THE CITY OF MOBILE, ALABAMA

WHEREAS, the undersigned, **Bissell Realty Incorporated, an Alabama corporation,** is the sole the owner of all of the land abutting a portion of Farnell Lane located in the City of Mobile, Alabama and described as follows;

See Exhibit A attached hereto and made a part hereof.

and

WHEREAS, said party has requested the City of Mobile, Alabama to assent to the vacation and closing by it as the abutting property owner of such portion of Farnell Lane located in Mobile, Alabama; and

WHEREAS, the vacation of said portion of Farnell Lane will not deny other property owners of such right as they may have to convenient and reasonable means of ingress and egress to and from said property; and

WHEREAS, the above stated abutting landowner requests that such portion of Farnell Lane which abuts its property be closed and vacated; and

WHEREAS, said party as the abutting landowner consents to this vacation; and

WHEREAS, the said portion of Farnell Lane to be vacated is located in the City of Mobile, State of Alabama; and

WHEREAS, the same is filed for record herewith;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the undersigned, as the owner of the lands abutting said roadway, hereby declares said portion of Farnell Lane to be vacated under the authority of §23-4-20, Code of Alabama, 1975, as amended. This Declaration of Vacation of said right of way is filed strictly in accordance with said statute and, having been so filed, said right of way hereinabove more particularly described on Exhibit A is hereby declared VACATED, subject to the following conditions:

1. The declaration of vacation and this resolution assenting to the vacation of said property, upon adoption by the Mobile City Council, be recorded in the Probate Court of Mobile County, Alabama, and a certified copy of the resolution shall be immediately delivered to the Tax Assessor's Plat Room so that this property may be reassessed in the name of the new owners;

2. Spire Gulf, Inc., Mobile Area Water & Sewer System, Alabama Power Company and AT&T are reserved all rights and privileges necessary and convenient for full enjoyment of use of its facilities within and adjacent to the area to be vacated; including the right of ingress and egress to and from said facilities.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this the 9th day of September, 2024.

[Remainder of Page Intentionally Blank]

BISSELL REALTY INCORPORATED
An Alabama corporation

By: Harold E. Bissell
Print Name: HAROLD E BISSELL
Title: MANAGING MEMBER

State of Alabama
County of Shelby

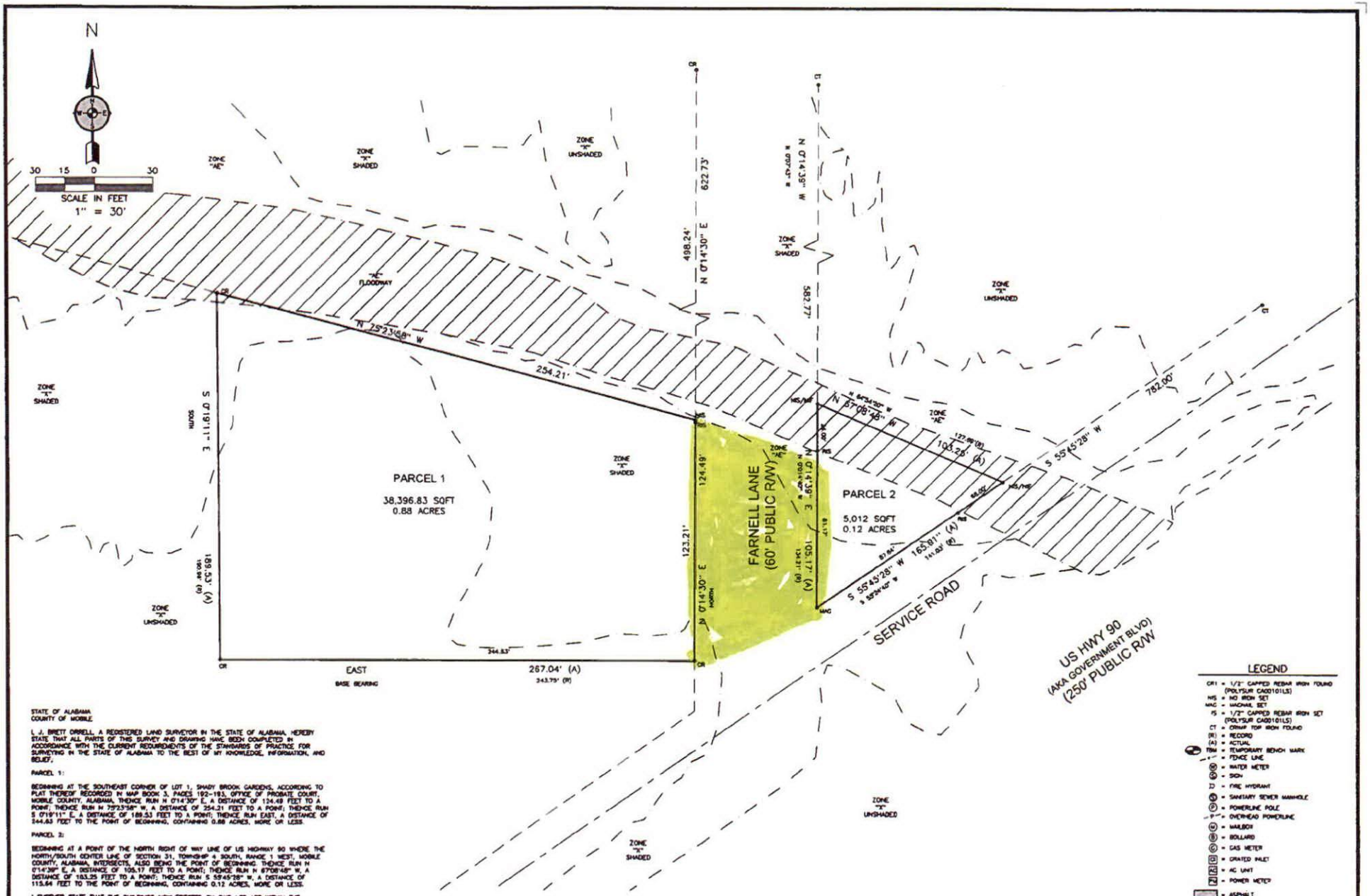
I, the undersigned, a Notary Public in and for said county in said state, hereby certify that Harold E. Bissell, whose name as _____ of **Bissell Realty Incorporation**, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the 9th day of September, 2024.

Pamela Ray
NOTARY PUBLIC
My Commission Expires: 12/11/2027

EXHIBIT A

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SHADY BROOK GARDENS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN MAP BOOK 3, PAGES 192 – 193, OFFICE OF PROBATE COURT, MOBILE COUNTY, ALABAMA; THENCE RUN N 0°14'30" E A DISTANCE OF 124.49 FEET TO A POINT; THENCE RUN S 89°45'30" E A DISTANCE OF 31.56 FEET TO A POINT; THENCE RUN N 0°17'48" E A DISTANCE OF 8.73 FEET TO A POINT; THENCE RUN S 89°45'21" E A DISTANCE OF 31.56 FEET TO A POINT; THENCE RUN S 0°14'39" W A DISTANCE OF 105.17 FEET TO A POINT; THENCE RUN S 55°45'28" W A DISTANCE OF 38.31 FEET TO A POINT; THENCE RUN SOUTH A DISTANCE OF 6.36 FEET TO A POINT; THENCE RUN N 89°45'30" W A DISTANCE OF 31.56 FEET TO THE POINT OF BEGINNING. CONTAINING 0.17 ACRES, MORE OR LESS.



STATE OF ALABAMA
COUNTY OF MOBILE

I, J. BRETT ORRELL, A REGISTERED LAND SURVEYOR IN THE STATE OF ALABAMA, HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

PARCEL 1:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, SHADY BROOK GARDENS, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 3, PAGES 192-193, OFFICE OF PROBATE COURT, MOBILE COUNTY, ALABAMA, THENCE RUN N 0°14'30" E, A DISTANCE OF 124.49 FEET TO A POINT; THENCE RUN N 75°23'58" W, A DISTANCE OF 254.21 FEET TO A POINT; THENCE RUN S 0°19'11" E, A DISTANCE OF 189.53 FEET TO A POINT; THENCE RUN EAST, A DISTANCE OF 344.83 FEET TO THE POINT OF BEGINNING, CONTAINING 0.88 ACRES, MORE OR LESS.

PARCEL 2:

BEGINNING AT A POINT OF THE NORTH RIGHT OF WAY LINE OF US HIGHWAY 90 WHERE THE NORTH/SOUTH CENTER LINE OF SECTION 31, TOWNSHIP 4 SOUTH, RANGE 1 WEST, MOBILE COUNTY, ALABAMA, INTERSECTS, ALSO BEING THE POINT OF BEGINNING. THENCE RUN N 0°14'30" E, A DISTANCE OF 105.17 FEET TO A POINT; THENCE RUN N 57°08'48" W, A DISTANCE OF 103.25 FEET TO A POINT; THENCE RUN S 55°45'28" W, A DISTANCE OF 115.64 FEET TO THE POINT OF BEGINNING, CONTAINING 0.12 ACRES, MORE OR LESS.

I FURTHER STATE THAT THE BUILDINGS NOW ERECTED ON SAID LOT ARE WITHIN THE BOUNDARIES OF SAME, THERE ARE NO ENCROACHMENTS BY ADJOINING PROPERTY, EXCEPT AS SHOWN; THERE ARE NO RIGHTS OF WAY EASEMENTS OR JOINT DRIVEWAYS OVER OR ACROSS SAID LAND VISIBLE ON THE SURFACE, EXCEPT AS SHOWN; THERE ARE NO ELECTRIC OR TELEPHONE WIRES (EXCLUDING WIRES WHICH SERVE THE PREMISES ONLY) OR STRUCTURES OR SUPPORTS THEREOF INCLUDING POLES, ANCHORS AND GUY WIRES ON OR OVER SAID PREMISES, EXCEPT AS SHOWN; THIS DRAWING ALSO DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS VISIBLE ON THE GROUND OR PROVIDED BY THE CLIENTS CONVEYANCE, AND THAT THE SCALE OF DRIVES, WALKS, FENCES AND ETC. ARE IN SOME INSTANCE EXAGGERATED FOR THE PURPOSE OF DETAIL. THE STREET ADDRESS AS ORDERED AND NOT VERIFIED BY THIS FIRM IS: 3008 & 3004 GOVERNMENT BLVD.

ACCORDING TO MY SURVEY THIS, THE 13TH DAY OF MARCH, 2024.

J. BRETT ORRELL, P.L.S. ALA. LICENSE NO: 31836-S

SURVEYOR'S NOTES:

1. TYPE OF SURVEY: AS-BUILT/TOPOGRAPHIC SURVEY
2. BEARING BASED ON RECORD PLAT; NO SETBACKS NOTED.
3. PROPERTY IS LOCATED IN FLOOD ZONE "X" UNSHADED, "X" SHADED, & "AE" AS SCALED FROM FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP 01097C PANEL NO. 0561 SUFFIX L, DATED JUNE 3, 2020
4. ELEVATIONS BASED ON NAVD 88 DATUM PROJECTED FROM RTK GPS DATUM.

ALABAMA REGISTERED NO 31836-S PROFESSIONAL LAND SURVEYOR J. BRETT ORRELL

J. Brett Orrell — Digitally signed by J. Brett Orrell, Owner, 2024.03.19 13:13:24 -05'00'

LEGEND

- CR1 = 1/2" CAPPED REBAR IRON FOUND (POLYSUR CA001011LS)
- NIS = NO IRON SET
- MAG = MAGNAIL SET
- IS = 1/2" CAPPED REBAR IRON SET (POLYSUR CA001011LS)
- CT = CRIMP TOP IRON FOUND
- (R) = RECORD
- (A) = ACTUAL
- TBM = TEMPORARY BENCH MARK
- = FENCE LINE
- = WATER METER
- = SIGN
- = FIRE HYDRANT
- = SANITARY SEWER MANHOLE
- = POWERLINE POLE
- = OVERHEAD POWERLINE
- = MAILBOX
- = BOLLARD
- = GAS METER
- = GRATED INLET
- = AC UNIT
- = POWER METER
- = ASPHALT
- = CONCRETE
- = GABION
- = SPOT ELEVATION
- = CONTOUR ELEVATION

POLY SURVEYING

SERVING ALABAMA, FLORIDA & MISSISSIPPI

CORPORATE OFFICE: 5446 JACKSON RD MOBILE, AL 36619 P (251) 666-3010

WWW.POLYSURVEYING.COM

PREPARED FOR: BISSELL REALTY INC

3008 & 3004 GOVERNMENT BLVD, MOBILE, ALABAMA

AS-BUILT/TOPOGRAPHIC SURVEY

DRAWN BY: BLS	SURVEY DATE: 3/13/2024	SCALE: 1"=30'	18"x24" PRINT
CHECKED BY: JBO	FIELD DATE: 3/29/2024	FILE NAME: 2402-0008 S-(25)	

SHEET NO. 1 OF 2

C:\Users\CAD-33VP\AppData\Local\Temp\BricsCAD\bp_18\2402-0008.dwg, Mar 19, 2024 - 1:08:52PM, CAD-33VP

Alabama Power

8/13/2024

VIA ELECTRONIC MAIL
Attn: Douglas L. Anderson
Bissell Realty c/o Burr Forman LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

RE: Consent Requirement for 60ft Unopened Right of Way of Farnell Lane, Mobile, AL

Dear Mr. Anderson,

I am writing in response to the city's requirement to obtain consent from utility companies to vacate rights of way and easements for construction projects. After reviewing the highlighted areas of the surveys provided, I would like to inform you that we have not identified any Alabama Power Company ("APC") facilities present in the stated location. As a result, we have no objection to the request to vacate.

Should you require any additional information or documentation on this matter, please do not hesitate to contact me. I can be reached at 251-377-2271 or via email at bjarrett@southernco.com. I am available to address any concerns or inquiries you may have.

Regards,

Blake Jarrett
Corporate Real Estate
Land Acquisition

/Enclosures

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.470.5650
F: 251.471.0410
Brad.sadler@att.com

August 26, 2024

Margaret Tomes,
Burr Forman LLP
11 North Water Street, Suite 22200
Mobile, Alabama 36602

Dear Ms. Tomes,

This letter is written in response to your letter of July 25, 2024, wherein a request is made of AT&T for consent to the vacation of a portion of Farnell Ln as described in the attached survey. AT&T hereby consents to the requested vacation with the reservation unto said company of all the rights and privileges necessary or convenient for the full enjoyment or use of its facilities located within or adjacent to the area to be vacated. Including the right of ingress and egress to and from said facilities, the right to cut and/or trim trees which interfere with said facilities, and the right to prohibit the use of the land vacated in a manner which violates the National Electric Safety Code.

Any future requests for relocation of AT&T facilities that are located in this easement will require compensation from the requestor of the facilities to be relocated. Any damage to AT&T facilities, while working in the area, will result in compensation from the party responsible for the damages, to AT&T.

Please contact me in our Mobile office at 251-709-3632 if any additional information is required.

Sincerely,

Scotty Lewis
Specialist, AT&T Alabama
251-709-3632

3248 Springhill Ave.
Mobile, Al. 36607
Cell 251-295-5334

comcast

August 16, 2024

Douglas L. Anderson
11 N Water Street
Suite 22200
Mobile, Al. 36602

Mr. Anderson:

On your request dated July 25, 2024, to vacant the right-of-way located at Farnell Lane a 60 foot unopened ROW Comcast has no need for this easement and consents to the subject vacation. If you need anything else, please feel free to give me a call at 251-295-5334.

Respectfully,

Donnie Little
Construction Specialist II
Comcast of Alabama

MAWSS
MOBILE AREA WATER & SEWER SYSTEM

July 30, 2024

Mr. Douglas L. Anderson
Burr & Forman, LLP
RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

RE: Request to vacate the southernmost unopened 60' Right-of-Way of Farnell Lane; from US HWY 90 northward to Drainage Ditch
3004 Government Blvd Section 31, T4S-R1W

Dear Mr. Anderson:

We have reviewed the referenced vacation request and determined that our facilities will not be affected. Therefore, we concur with your request to vacate the above referenced right-or-way.

We appreciate the opportunity to be of service to you. If we can provide additional assistance, please contact us.

Mobile Area Water & Sewer System,

Daryl Russell

Daryl B. Russell, P.E.
Planning & Engineering Manager

cc: A. Tyree

P.O. Box 180249, Mobile, AL 36618-0249 • 4725 Moffett Road, Mobile, AL 36618-2236 • Phone 251.694.3196 • Fax 251.694.3447
www.mawss.com

Spire Alabama Inc.
2101 Sixth Avenue North
Birmingham, AL 35203

08-18-2024

Burr & Forman LLP
11 North Water Street
RSA Tower, Suite 22200
Mobile, AL 36002

Re: Bissell Realty INC

Vacation: Vacation of 60 ft. Unopened Right of Way of Farnell Lane, Mobile, AL

Burr & Forman,

In response to Bissell Realty INC, letter dated July 25, 2024 relative to the above referenced Vacation of 60 ft. Unopened Right of Way of Farnell Lane, Mobile, AL

Please be advised that Spire Alabama Inc. ("Spire") has no facilities located within the area which is requested to be vacated.

Sincerely,

Alex Sammet (Sep 19, 2024 08:20 CDT)

Alex Sammet
Manager of Right of Way & Land Management
Spire Alabama Inc.

TJF: DRC
cc: Burr & Forman

Engineering Approval: RJ
Systems Planning Approval: WM

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, October 7, 2024 2:46 PM
To: Paul Carbo
Subject: Vacation Request
Attachments: packet_Bissell Realty.pdf

Good afternoon, Paul,

Attached is a request for a vacation of right-of-way located off of Government Blvd., abutting Farnell Lane.

I have also attached a copy of the vacation procedure which outlines the required information for a vacation.

I have a question about this request, so please give me a call when you can.

Thanks!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

Gauthier, Lana

From: Paul Carbo <Paul.Carbo@atchisonlaw.com>
Sent: Monday, October 7, 2024 3:06 PM
To: Gauthier, Lana
Subject: RE: Vacation Request

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Per our telephone conversation send the package on to Real Estate, they can determine the fee and if the councilmember wants to waive the fee they can propose a waiver to be voted on by the council.
Call me if you have any questions.

K. Paul Carbo, Jr.
The Atchison Firm P.C.
411 Azalea Road
Mobile, AL 36609
251.665.7200- office
251.665-7250 – fax
paul.carbo@atchisonlaw.com

STATEMENT OF CONFIDENTIALITY: This message is being sent by an attorney. The contents of this e-mail message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail or at 251-665-7200 and delete this message and its attachments, if any. Email is covered by the Electronic Communications Privacy Act, 18 USC 2510-2521 and is legally privileged.

From: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Sent: Monday, October 7, 2024 2:46 PM
To: Paul Carbo <Paul.Carbo@atchisonlaw.com>
Subject: Vacation Request

Good afternoon, Paul,

Attached is a request for a vacation of right-of-way located off of Government Blvd., abutting Farnell Lane.

I have also attached a copy of the vacation procedure which outlines the required information for a vacation.

I have a question about this request, so please give me a call when you can.

Thanks!

Lana Pafenbach
Assistant City Clerk

Gauthier, Lana

From: Gauthier, Lana
Sent: Monday, October 7, 2024 3:08 PM
To: Anthony Morris (anthony.morris@cityofmobile.org); Carleen Stout (carleen.stout@cityofmobile.org); ~~Cink, Joseph~~; ~~Hoffman, Bert~~; Jennifer White (whitej@cityofmobile.org); Kern, Chris; Nick Amberger (nick.amberger@cityofmobile.org); Penn, D M; Richard Harris (harrisr@cityofmobile.org)
Subject: Vacation Request-Gov't. Blvd. & Farnell Ln.
Attachments: Auto Color0916.pdf

Good afternoon,

Please review the attached request for a vacation of right-of-way for property located off Government Boulevard, abutting Farnell Lane, Lana Pafenbach Assistant City Clerk City Clerk's Office City of Mobile
(251) 208-7474

and advise if you have any objections.

Thank you,

Your message is ready to be sent with the following file or link attachments:

Auto Color0916

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, October 8, 2024 11:41 AM
To: Cink, Joseph
Subject: RE: Vacation Request-Gov't. Blvd. & Farnell Ln.

Thank you for your response!

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Cink, Joseph <joseph.cink@cityofmobile.org>
Sent: Tuesday, October 8, 2024 10:23 AM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Subject: Re: Vacation Request-Gov't. Blvd. & Farnell Ln.

Morning,

Fire has no objection to this vacation.

Respectfully,

Joseph "Victor" Cink, Inspector

Mobile Fire-Rescue Department

Community Risk Reduction

2851 Old Shell Rd. Mobile, Al 36607

Cell: (251) 406-4806

Office: (251) 208-5801

Email: joseph.cink@cityofmobile.org

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MEMORANDUM

October 8, 2024

To: **Lana Pafenbach**

C: **File**
Planning & Zoning

From: **Bert Hoffman**

Re: **Vacation of a portion of Farnell Lane**

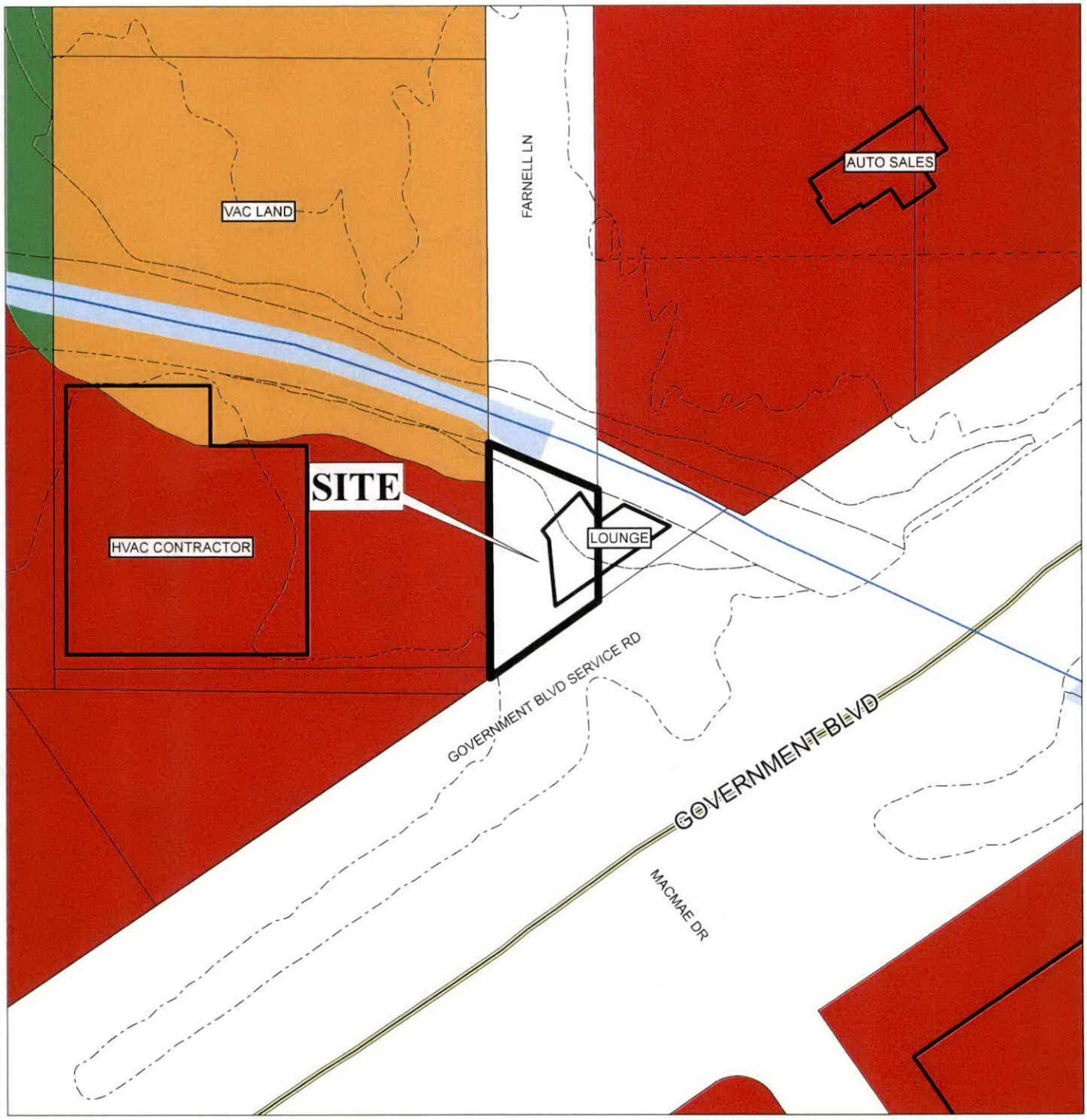
The proposed vacation request is for an approximately 60-foot wide by 115-foot long un-opened segment of Farnell Lane, extending south from the south side of the Bolton Branch of Dog River to the Government Boulevard service road right-of-way.

The Planning and Zoning Department has no objection to the vacation of the street segment.

It should be noted that a Subdivision application will be required to request incorporation of the vacated property into one or more legal lots prior to any request for permits for construction within the vacated property.

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251)208-5895

ROW VACATION REQUEST



DATE October 8, 2024

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

PARCEL #: 29 09 51 0 006 113.XXX | [580-D0] | Baths: 1.0 | H/C Sqft: 2,174

Powered By: E-Ring, Inc. | Website Disclaimer

LOCATION: 3004 GOVERNMENT BLVD MOBILE AL 36606 | Acres: 0.000 | Sales Info: 09/03/2024 $300,000

<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2024

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$181,200.00	BOE VALUE:	$0.00
KEY #:	1508327		

Lot 4 5,012 sq ft

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$28,000
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
"PAVING CONCRET	34PCR04	$1,600
PAVEMENT CURBIN	34CSHTR	$400
"PAVING ASPHALT	34PASP1	$1,600
BLDG 1	580	$104,300
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $135,900]**:		$135,900

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	14	$27,180	$176.67	$0	$0.00	$176.67
COUNTY	2	14	$27,180	$557.19	$0	$0.00	$557.19
SCHOOL	2	14	$27,180	$380.52	$0	$0.00	$380.52
DIST SCHOOL	2	14	$27,180	$421.29	$0	$0.00	$421.29
CITY	2	14	$27,180	$190.26	$0	$0.00	$190.26
FOREST	2	14	$0	$0.00	$0	$0.00	$0.00

TOTAL FEE & INTEREST: $17.77

ASSD. VALUE: $27,180.00 **$1,725.93** **GRAND TOTAL: $1,743.70**

DEEDS

INSTRUMENT NUMBER	DATE
2024056502	9/3/2024
2017044581	8/4/2017
7128-1266	1/28/2014
6785-1091	6/10/2011
6583-12	9/25/2009
6582-1772	4/7/2009
6582-1776	4/6/2009
6582-1778	4/3/2009
6511-1727	3/30/2009
0-0	7/5/2008
VL3604-666	8/3/1990
WD3604-663	8/2/1990
VL3521-752	1/15/1990

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2024		$0.00
08/20/2024	2023	STEVE BOYD	$2,471.25
1/9/2023	2022	BOYD'S ROYAL KNIGHT BAR AND GRILL LLC	$2,319.01
1/24/2022	2021	BOYDS ROYAL KNIGHT	$2,332.40
11/4/2020	2020	STEVEN BOYD	$2,056.12
11/5/2019	2019	GOODMAN MITCHELL LLC	$1,854.19
4/15/2019	2018	GOODMAN MITCHELL, LLC	$1,955.53
12/28/2017	2017	VEILLON & BEILLON LLC	$1,836.42
12/30/2016	2016	VEILLON & VEILLON LLC	$1,752.60
2/29/2016	2015	VEILLION & VEILLON	$1,470.65
	2014		$0.00
	2013		$0.00
	2012		$0.00
	2011		$0.00
	2010		$0.00
	2009		$0.00
2/12/2009	2008	VAL JADICK	$1,752.77
	2007	CHECK	$1,577.34
	2006	CHECK	$1,501.44
	2005	CHECK	$1,413.51
	2004	CASH	$1,420.37
	2003	CHECK	$1,333.50
	2002	CHECK	$1,333.50

PARCEL #:	**29 09 51 0 005 006.XXX**	**[600-D0]**	Baths: **1.0**	H/C Sqft: **5,976**
OWNER:	CARS MTI-5 L P C/O REAL ESTATE DEPT	**MUNI 14 MOBILE PROPER**	Bed Rooms: **0**	Land Sch: **MT/52**

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<< Prev Next >> [1 / 1 Records] Processing...

Tax Year : 2024

SUMMARY LAND BUILDINGS SALES PHOTOGRAPHS MAPS

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$3,084,100.00	BOE VALUE:	$0.00
KEY #:	889195		

Lot 3

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$1,507,700
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
PAVEMENT CURBIN	34CSHTR	$4,800
"PAVING CONCRET	34PCR06	$3,300
"PAVING ASPHALT	34PASP4	$288,800
PAVEMENT CURBIN	34CLNGR	$9,700
OTHER BLDG		$1,001,600
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $2,815,900]**:		$2,815,900

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	14	$563,180	$3,660.67	$0	$0.00	$3,660.67
COUNTY	2	14	$563,180	$11,545.19	$0	$0.00	$11,545.19
SCHOOL	2	14	$563,180	$7,884.52	$0	$0.00	$7,884.52
DIST SCHOOL	2	14	$563,180	$8,729.29	$0	$0.00	$8,729.29
CITY	2	14	$563,180	$3,942.26	$0	$0.00	$3,942.26
FOREST	2	14	$0	$0.00	$0	$0.00	$0.00

TOTAL FEE & INTEREST: $1,435.90

ASSD. VALUE: $563,180.00 **$35,761.93** **GRAND TOTAL: $37,197.83**

DEEDS

INSTRUMENT NUMBER	DATE
7358-1042	3/9/2016
6972-1387	12/18/2012
6878-432	4/2/2012
914-148	7/5/2008
WD4908-760	12/7/2000

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2024		$0.00
12/13/2023	2023	AUTONATION	$40,603.97
3/24/2023	2022	AUTO NATION	$39,376.27
11/30/2021	2021	AUTONATION	$38,809.46
11/30/2020	2020	AUTONATION	$31,134.97
12/13/2019	2019	AUTONATION SHARED SERVICES CENTER	$29,720.07
12/3/2018	2018	AUTONATION	$46,882.08
12/8/2017	2017	AUTONATION	$46,784.26
11/29/2016	2016	AUTONATION	$47,287.18
12/15/2015	2015	AUTONATION SHARE SERVICE CENTER	$43,701.97
12/3/2014	2014	AUTONATION	$44,098.21
12/31/2013	2013	ROUNDTREE JEEP	$44,451.27
1/2/2013	2012	FIRST AMERICAN TITLE INSURANCE CO	$26,464.26
11/15/2011	2011	GREATER MOBILE CHRYSLER JEEP	$27,894.28
11/18/2010	2010	GREATER MOBILE CHRYSLER JEEP	$27,600.91
11/13/2009	2009	GREATER MOBILE CHRYSLER JEEP	$29,024.58
10/28/2008	2008	GREATER MOBILE CHRYSLER JEEP	$29,034.74
	2007	CHECK	$26,351.23
	2006	CHECK	$14,874.24
	2005	CHECK	$13,934.44
	2004	CHECK	$13,934.44
	2003	CHECK	$14,184.63
	2002	CHECK	$14,095.73

PARCEL #:	**29 09 51 0 005 005.001**
OWNER:	BISSELL REALTY INCORPORATED
ADDRESS:	PO BOX 380157 BIRMINGHAM AL 35238-0157
LOCATION:	1022 FARNELL LN MO

[637-D0]	Baths: **1.0**	H/C Sqft: **2,000**
MUNI 14 MOBILE PROPER	Bed Rooms: **0**	Land Sch: **MT/52**
Land: **118,700**	Imp: **422,000**	Total: **540,700**
Acres: **0.000**	Sales Info: **05/26/2006**	**$916,000**

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$600,700.00	BOE VALUE:	$0.00
KEY #:	1996781		

Lot 2

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$118,700
CURRENT USE VALUE	[DEACTIVATED]	$0
CLASS 2		
FENCE CHAIN LIN	33CL096	$1,500
"PAVING CONCRET	34PCR06	$57,200
BLDG 1	637	$363,300
CLASS 3		
TOTAL MARKET VALUE **[APPR. VALUE: $540,700]**:		$540,700

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	14	$108,140	$702.91	$0	$0.00	$702.91
COUNTY	2	14	$108,140	$2,216.87	$0	$0.00	$2,216.87
SCHOOL	2	14	$108,140	$1,513.96	$0	$0.00	$1,513.96
DIST SCHOOL	2	14	$108,140	$1,676.17	$0	$0.00	$1,676.17
CITY	2	14	$108,140	$756.98	$0	$0.00	$756.98
FOREST	2	14	$0	$0.00	$0	$0.00	$0.00

TOTAL FEE & INTEREST: $169.51

ASSD. VALUE: $108,140.00 **$6,866.89** **GRAND TOTAL: $7,036.40**

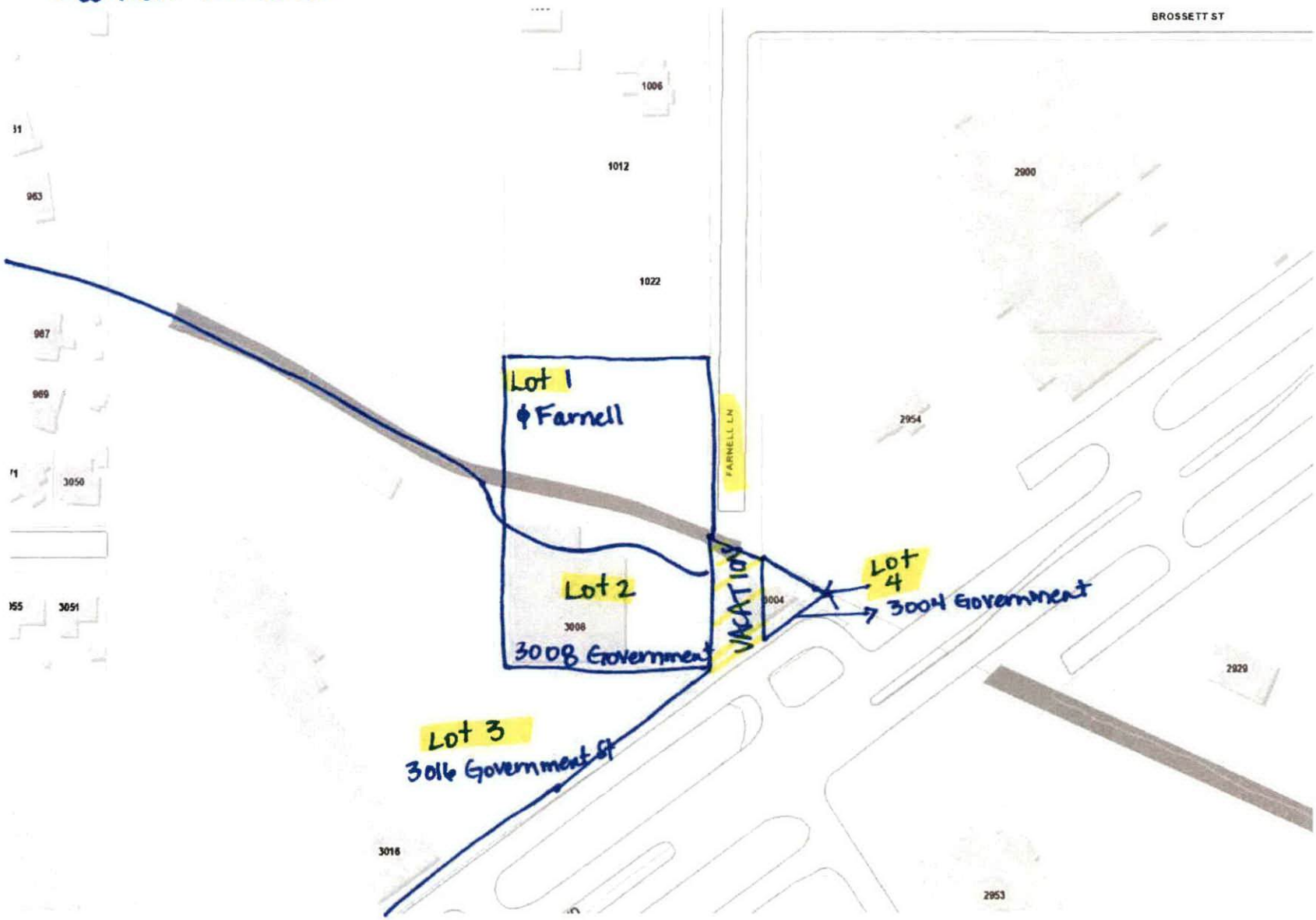
DEEDS

INSTRUMENT NUMBER	DATE
WD2896-126	7/5/2008
0-0	7/5/2008

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2024		$0.00
11/17/2023	2023	AIR ENGINEERS	$7,798.40
11/16/2022	2022	AIR ENGINEERS LLC	$7,798.40
11/19/2021	2021	AIR ENGINEERS LLC	$7,798.40
11/20/2020	2020	AIR ENGINEERS LLC	$9,869.77
11/15/2019	2019	AIR ENGINEERS LLC	$6,496.65
11/19/2018	2018	AIR ENGINEERS LLC	$6,505.74
11/20/2017	2017	AIR ENGINEERS LLC	$6,327.14
11/18/2016	2016	AIR ENGINEERS LLC	$6,543.04
11/4/2015	2015	AIR ENGINEERS LLC	$5,556.25
11/7/2014	2014	AIR ENGINEERS LLC	$5,741.67
11/7/2013	2013	AIR ENGINEERS LLC	$5,803.90
11/7/2012	2012	AIR ENGINEERS LLC	$5,927.09
11/3/2011	2011	AIR ENGINEERS LLC	$6,250.94
11/8/2010	2010	AIR ENGINEERS LLC	$6,035.04
11/12/2009	2009	AIR ENGINEERS LLC	$6,228.00
11/10/2008	2008	AIR ENGINEERS, LLC	$4,648.20

Farnell Vacation



PARCEL #:	**29 09 51 0 005 005.01X**
OWNER:	MCMILLAN MICHAEL & JACQUELINE MCMILLAN
ADDRESS:	3053 WESTGATE ST MOBILE AL 36606-2809
LOCATION:	

MUNI 14 MOBILE PROPER	Baths: **0.0**	H/C Sqft: **0**
Land: **26,100**	Bed Rooms: **0**	Land Sch: **MT/91**
Acres: **0.000**	Imp: **0**	Total: **26,100**
	Sales Info: **01/28/2021**	**$40,000**

QUICK LINKS
- Property Tax
- Assessment
- Collection
- Millage Rate
- Contact Us
- County Site
- ** News **

SUMMARY

ASSESSMENT

PROPERTY CLASS:	2	OVER 65 CODE:	
EXEMPT CODE:		DISABILITY CODE:	
MUN CODE:	14 MO	HS YEAR:	0
SCHOOL DIST:	2	EXM OVERRIDE AMT:	$0.00
OVR ASD VALUE:	$0.00		
CLASS USE:			
FOREST ACRES:	0	TAX SALE:	
PREV YEAR VALUE:	$26,100.00	BOE VALUE:	$0.00
KEY #:	889186		

Lot 1

VALUE

LAND VALUE 10%		$0
LAND VALUE 20%		$26,100
CURRENT USE VALUE	[DEACTIVATED]	$0

TOTAL MARKET VALUE **[APPR. VALUE: $26,100]**: $26,100

Assesment Override:

MARKET VALUE:
CU VALUE:
PENALTY:
ASSESSED VALUE:

TAX INFO

	CLASS	MUNCODE	ASSD. VALUE	TAX	EXEMPTION	TAX EXEMPTION	TOTAL TAX
STATE	2	14	$5,220	$33.93	$0	$0.00	$33.93
COUNTY	2	14	$5,220	$107.01	$0	$0.00	$107.01
SCHOOL	2	14	$5,220	$73.08	$0	$0.00	$73.08
DIST SCHOOL	2	14	$5,220	$80.91	$0	$0.00	$80.91
CITY	2	14	$5,220	$36.54	$0	$0.00	$36.54
FOREST	2	14	$0	$0.00	$0	$0.00	$0.00

TOTAL FEE & INTEREST: $276.55

ASSD. VALUE: $5,220.00 **$331.47** **GRAND TOTAL: $608.02**

DEEDS

INSTRUMENT NUMBER	DATE
2021013489	1/28/2021
WD3380-482	7/5/2008
WD2556-722	7/5/2008
2245-516	7/5/2008
WD4296-1039	9/25/1995
WD3675-430	1/16/1991

PAYMENT INFO

PAY DATE	TAX YEAR	PAID BY	AMOUNT
	2024		$0.00
12/18/2023	2023	MICHAEL MCMILLAN	$608.02
12/15/2022	2022	MICHAEL MCMILLAN	$608.02
2/9/2022	2021	MICHAEL MCMILLAN	$789.58
12/28/2020	2020	LUTHER T LEMLEY	$774.39
12/27/2019	2019	LUTHER T LEMLEY	$497.84
11/20/2018	2018	LUTHER TERRELL LEMLEY	$497.84
12/8/2017	2017	LEMLEY RUTH GWENDOLYN & LUTHER TERRELL LEMLEY	$497.84
12/9/2016	2016	LUTHER TERRELL LEMLEY	$497.84
11/20/2015	2015	LUTHER TERRELL LEMLEY	$497.84
11/12/2014	2014	LUTHER TERRELL LEMLEY	$497.84
12/20/2013	2013	RUTH L. & L TERRELL LEMLEY	$497.84
12/5/2012	2012	LEMLEY RUTH OR L TERELL	$497.84
12/16/2011	2011	RUTH L LEMLEY OR L TERRELL LEMLEY	$497.84
1/15/2011	2010	LEMLEY RUTH L OR L TERRELL	$497.84
1/2/2010	2009	RUTH L. & L. TERRELL LEMLEY	$497.84
1/7/2009	2008	LEMLEY RUTH	$497.84
	2007	VISA	$497.84
	2006	VISA	$497.84
	2005	VISA	$497.84
	2004	VISA	$497.84
	2003	VISA	$497.84
	2002	CHECK	$497.84

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Gauthier, Lana

From: Gauthier, Lana
Sent: Tuesday, October 8, 2024 3:57 PM
To: 'danderson@burr.com'
Subject: FW: Farnell Vacation
Attachments: 0295_001.pdf

Good afternoon, Mr. Anderson,

Please see below and the attached for the response from the City's Real Estate department regarding your vacation request.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

From: Daffin, Mary <mary.daffin@cityofmobile.org>
Sent: Tuesday, October 8, 2024 3:49 PM
To: Gauthier, Lana <lana.gauthier@cityofmobile.org>
Cc: Stout, Carleen <carleen.stout@cityofmobile.org>
Subject: Farnell Vacation

Good afternoon,

In reviewing the vacation request, there is some missing information.

- 4 properties abut the proposed vacation.
- Request does not include the parcel number nor parcel sizes
- There are no letters from abutting owners.

See attached map.
Please let us know if you have any further questions.

Mary W. Daffin
Real Estate Specialist
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, Alabama 36633
(251) 208-5822 (Direct)
Mary.Daffin@cityofmobile.org

MOBILE
ALABAMA

BURR FORMAN LLP
results matter

Douglas L. Anderson
danderson@burr.com
Direct Dial: (251) 345-8209
Direct Fax: (251) 706-2401

RSA Tower, Suite 22200
11 North Water Street
Mobile, AL 36602

Office (251) 344-5151
Fax (251) 344-9696

BURR.COM

October 3, 2024

VIA HAND DELIVERY

Lisa C. Lambert
City of Mobile Clerk
Government Plaza
Mobile, Alabama

Re: Right-of Way Vacation

Dear Ms. Lambert:

Please find enclosed the necessary documentation to vacate a City right-of-way located off of Government Boulevard. The enclosed does contain the signatures of all of the abutting property owners, as well as a map showing all surrounding properties.

The two adjoining parcels have values as set forth below, with all information coming from the Mobile County Revenue Commissioners' Office:

Parcel 1	
Assessed Value of Land:	$108,140.00
Size:	33,901 sq. ft.
Value/Square Foot:	$3.21
Parcel 2	
Assessed Value of Land:	$27,180.00
Size:	3,554 sq. ft.
Value/Square Foot:	$7.60

The subject right-of-way to be vacated contains approximately 7,689 sq. ft. It is our opinion that the right-of-way should have a value of $3.21/sf since it is similar in size to Parcel 2. Thus, it is our opinion that the right-of-way has a value of $24,360.00.

However, it is our position that no compensation should be required for this vacation, as part of the agreement with the City of Mobile Engineering Office is that we will trade this right-of-way for an easement along Parcel 2 to allow the City access to the drainage ditch. This is the only purpose of the right-of way to be vacated (providing access for maintenance of the ditch), and the City has not spent any monies improving the subject right-of-way over the last several years. Thus, this is an exchange for one right-of-way for another.

Also, it is our opinion that no Traffic Impact Study should be allowed as the subject right-of-way has never been open.

Please let me know if you have any questions or need any additional information at this time.

Thank you.

Sincerely,

Douglas L. Anderson

DLA/mt
Enclosures

Gauthier, Lana

From: Gauthier, Lana
Sent: Thursday, February 13, 2025 1:20 PM
To: 'Anderson, Doug'
Subject: Farnell Ln. Vacation Request

Good afternoon, Mr. Anderson,

The date of the public hearing for your Farnell Lane vacation request will be on the February 18 agenda.

There will also be a public hearing set for the vacation fee. Your calculation for the fee is $135,320.00.

I will email the notice to you after the February 18 meeting.

Lana Pafenbach
Assistant City Clerk
City Clerk's Office
City of Mobile
(251) 208-7474

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Attn: Planning & Engineering
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3248 Springhill Avenue
Mobile, AL 36607

Spire
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

Alabama Power Company
P. O. Box 2247
Mobile, AL 36652

Air Engineers
Attn: Jeff Bissell
7279 Cahaba Valley Rd
Birmingham, AL 35242

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		Chile	800.83.5105
Caribe y Venezuela	(787) 753.3135	Resto de Sud América	asistencia@averydennison.com

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Mobile, AL 36618

Comcast Cable
3248 Springhill Avenue
Mobile, AL 36607

Spire
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

Alabama Power Company
P. O. Box 2247
Mobile, AL 36652

Air Engineers
Attn: Jeff Bissell
7279 Cahaba Valley Rd
Birmingham, AL 35242

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- Utiliza solamente productos Avery para resultados garantizados.

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México y Centro América	01.800.52.28379 (52 55) 5093.0108	Argentina	0800.777.2837
		Chile	800.83.5105
Caribe y Venezuela	(787) 753.3135	Resto de Sud América	asistencia@averydennison.com

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AT&T Alabama
2155 Old Shell Road
Mobile, AL 36607

Mobile Area Water & Sewer System
Attn: Planning & Engineering
P. O. Box 180249
Mobile, AL 36618

Comcast Cable
3248 Springhill Avenue
Mobile, AL 36607

Spire
605 Richard Arrington, Jr. Blvd. N.
Birmingham, AL 35203

Alabama Power Company
P. O. Box 2247
Mobile, AL 36652

Air Engineers
Attn: Jeff Bissell
7279 Cahaba Valley Rd
Birmingham, AL 35242

Étiquettes faciles à peler
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Sens de chargement

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www.avery.com
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- PLEASE NOTE: Adjust printer settings for "Paper Type" to "Labels" and "Quality" to "Best" to optimize print quality.
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		Chile	800.83.5105
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Rev 05.25.12

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Label from responsible sources
Etiquette issue de sources responsables
Etiqueta procedente de fuentes responsables
FSC® C007278

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED by the City Council of the City of Mobile that the vacation fee for the vacation of City right-of-way located on Farnell Lane, as per Resolution **VACATION RESOLUTION #** is hereby set at $135,320.00.

Adopted:

_____

City Clerk

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Special Events Retail Liquor License
Submitted by:	Bottles Up Mobile, Inc.
Location:	USS Alabama Commission 2703 Battleship Parkway Mobile, AL 36602

Adopted:

_____

City Clerk

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2025	NEW APPLICATION	2025 - 5718	124969	2	April 1, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,

The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

USS ALABAMA COMMISSION

Location Address

2703 BATTLESHIP PKWY

City, State, Zip Code

MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

OFFICE OF THE CITY COUNCIL

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
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PO Box 1151 Montgomery AL 36101

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Legal Business Name
BOTTLES UP MOBILE INC

Trade Name (DBA)
USS ALABAMA COMMISSION

Location Address
2703 BATTLESHIP PKWY

City, State, Zip Code
MOBILE AL 36602

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

MOBILE POLICE DEPARTMENT

WILLIAM R. JACKSON
CHIEF OF POLICE

2460 GOVERNMENT BLVD.
MOBILE, AL 36606
(251) 208-1700

To: William R. Jackson
Chief of Police

From: _____
Captain Jonathan Lee
Commander, Special Investigation Section

Date: March 17, 2025

Re: Alcoholic Beverage License Application No. 5718
BOTTLES UP MOBILE INC
D/B/A: USS ALABAMA COMMISSION
2703 Battleship Pkwy
Mobile, AL 36602
Thomas McGregor, Owner

At the request of the City of Mobile Revenue Department, the Mobile Police Department Narcotics and Vice Unit conducted an investigation on the above business. Our records show no discrepancies in the information furnished by the applicant.

This is a new application for a special event that will be named Uss Alabama Commission. The event will be hosted by a business with the name of Bottles Up Mobile Inc. The City of Mobile Revenue Department has advised their business license is currently being applied for and no taxes have to be paid at this time. The Underage Drinking Coordinator of the Mobile Police Department advised no compliance checks have been completed at this location and it is currently in good standing.

It is my recommendation that the application be:

MAR 25 2025

_____ CHIEF OF POLICE

✓ APPROVED

_____ DENIED

_____ SUBMITTED TO COUNCIL FOR LEGISLATIVE PREROGATIVE

The mission of the Mobile Police Department is to make the City of Mobile the safest city in America, with respect for everyone.

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner H. Logan Anderson

Date: **March 17, 2025**

Re: **Application # 5718 / 2703 Battleship Pkwy.**

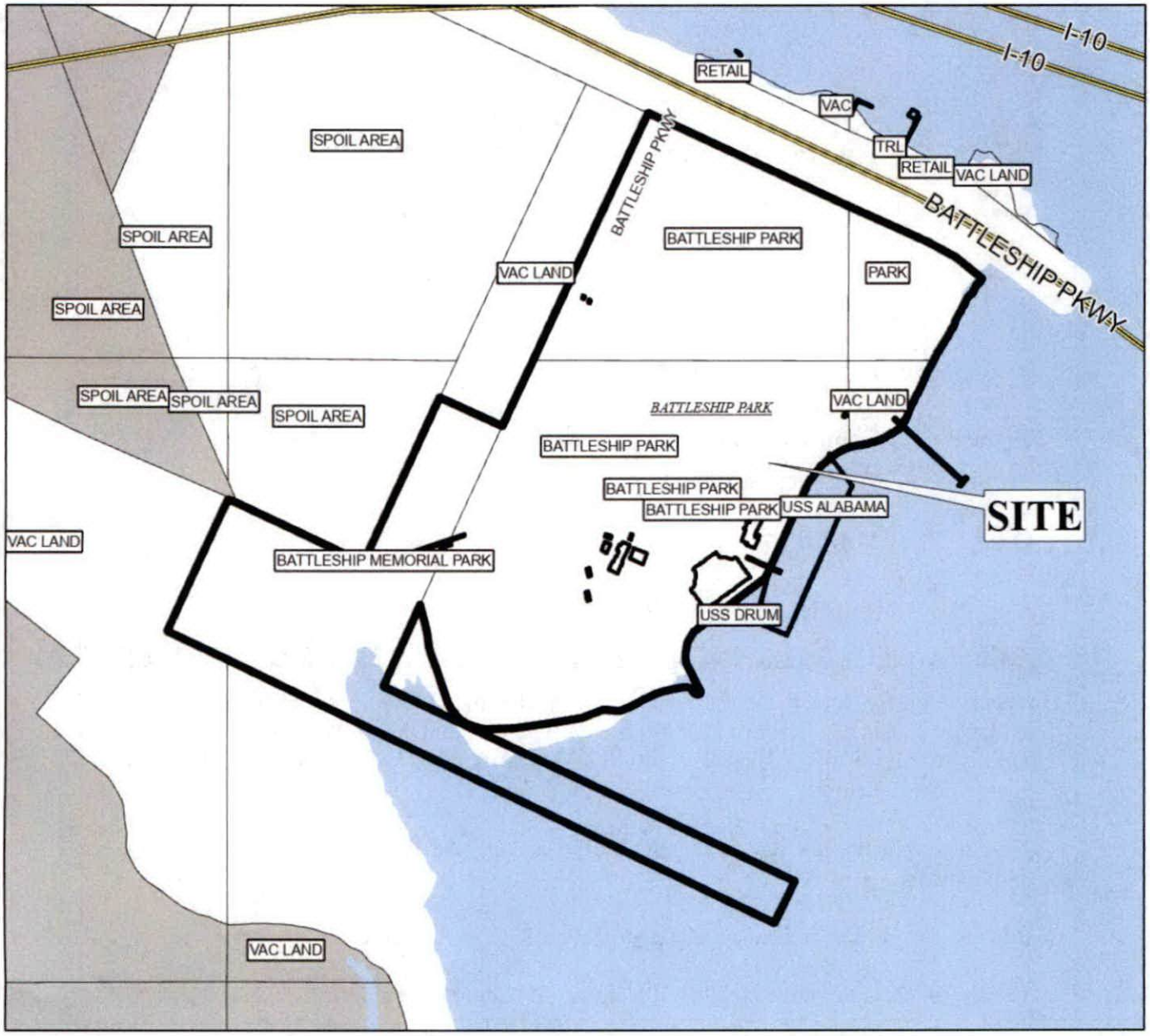
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned R-1 and is a government function of the State of Alabama. This is to advise that a special event with special retail sales is a permitted use as a government function.

As a government function of the State of Alabama, the site is exempt from parking requirements.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 2, William Carroll (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5718 DATE 4/1/2025

APPLICANT BOTTLES UP MOBILE INC

LOCATION 2703 BATTLESHIP PKWY

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2		
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6		
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1			

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2025	NEW APPLICATION	2025 - 5718	124969	2	April 1, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

140 - SPECIAL EVENTS RETAIL

Legal Business Name

BOTTLES UP MOBILE INC

Trade Name (DBA)

USS ALABAMA COMMISSION

Location Address

2703 BATTLESHIP PKWY

City, State, Zip Code

MOBILE AL 36602

Contact Person Information

Name	Title	POA	Phone	Email
T BRATTON MCGREGOR	OWNER	NO		BARGUY@BOTTLESUPMOBILE.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 04/04/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2025	NEW APPLICATION	2025 - 5718	124969	2	April 1, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
140 - SPECIAL EVENTS RETAIL	

Business Information

Legal Business Name	Trade Name (DBA)
BOTTLES UP MOBILE INC	USS ALABAMA COMMISSION

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
CORP - CORPORATION	12/22/2021	958-345	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
87-4118229	R011297283	

Physical Address (Street Address, Suite #)	City	State	Zip Code
2703 BATTLESHIP PKWY	MOBILE	AL	36602

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	BATTLESHIP PARK	N/A

Contact Person Information

Name	Title	POA	Phone	Email
T BRATTON MCGREGOR	OWNER	NO		BARGUY@BOTTLESUPMOBILE.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
USS ALABAMA COMMISSION	(251) 433-2704	

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
PO BOX 65	MOBILE	AL	36601

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
10,000	16	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials AC POA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
MCGREGOR, THOMAS BRATTON	PRESIDENT		
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
Date of Birth / Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
Date of Birth / Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
CROCKER, ASHLEY LYNN	ADMIN ASSISTANT			
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials AC-POA

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

AC The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

AC The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

AC The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

AC The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

AC Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

AC In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

AC Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Ashley Crocker	3/14/25
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
Ashley Crocker	POA

Sworn to and subscribed before me this 14th day of March 20 25

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

BOTTLES UP MOBILE INC

dba USS ALABAMA COMMISSION

has made application to the City Council of the City of Mobile for a

140 - SPECIAL EVENTS RETAIL

for the premises located at

2703 BATTLESHIP PKWY , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

April 1, 2025 for application number 2025 - 5718

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Ashley Crocker POA
Applicant/POA Signature

R Shawn Skinner
Revenue Department Representative

CITY OF MOBILE

REVENUE DEPARTMENT

March 14, 2025

SPC EVNT - USS ALABAMA COMMISION

10349 TAYLOR HARPER BOULEVARD

GRAND BAY, AL 36541 USA

ACCOUNT NUMBER: 124969 TERRITORY A-L

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2006462	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

03/14/2025 11:11AM KAREN T.
045390-0018

BUSINESS LICENSE
BOTTLES UP MOBILE INC
124969
2025 Item: 2006462
ALCOHOL APPLICATION
FEE $50.00

$50.00

Subtotal **$50.00**
TP CC FEE $2.50
Total **$52.50**

REVENUE CC $52.50
Visa **********4013
Ref=317e5896-2e70-4e7d-8b5f-0578501fce65
Auth=01677G

Change due **$0.00**

Paid by: CARDHOLDER/VISA

Thank you for your payment

CUSTOMER COPY

This confirms that you have authorized Tyler Technologies to collect a service fee to complete this transaction. If you have any questions regarding this fee, contact Tyler Technologies' customer service department at TPCustomerService@TylerTech.com for assistance.

Tyler Technologies, Inc

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250224090615536

Type License: 140 - SPECIAL EVENTS RETAIL

State: $150.00 **County:** $150.00

Type License:

State: **County:**

Trade Name: **USS ALABAMA COMMISSION**

Filing Fee: $50.00

Applicant: **BOTTLES UP MOBILE INC**

Transfer Fee:

Location Address: 2703 BATTLESHIP PKWY MOBILE, AL 36602

Mailing Address:

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 958-345

Do you sell Draft Beer?:

Date Incorporated: 12/22/2021 **State incorporated:** AL **County Incorporated:**

Date of Authority: 12/22/2021

Federal Tax ID: 87-4118229 **Alabama State Sales Tax ID:** R011297283

Name:	Title:	Date and Place of Birth:	Residence Address:
THOMAS BRATTON MCGREGOR	PRESIDENT		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: BRATTON MCGREGOR **Home Phor**
Business Phoı **Cell Phone:**
Fax: **E-mail:** BARGUY@BOTTLESUPMOBILE.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250224090615536

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: USS ALABAMA COMMISSION 251-433-2704
What is lessors primary business? EVENT VENUE
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 10000 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 1 miles
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250224090615536

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: 04/04/2025 Ending Date: 04/06/2025
Special terms and conditions for special event/special retail:
EVENT OUTSIDE
BEER WINE AND LIQUOR

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Are there any special restrictions, instructions, and/or conditions for this license?:
OUTDOOR EVENT
ONLY BEER WINE LIQUOR WILL BE SOLD
NO TOGO BEVERAGES

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250224090615536

Initial each	Signature page
TM	In reference to law violations, I attest to the truthfulness of the responses given within the application.
TM	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
TM	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
TM	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
N/A	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
TM	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
TM	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
TM	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Thomas Bratton MacGregor

Signature of Applicant: Thomas Bratton MacGregor

Notary Name (print): DeAnna Grantham

Notary Signature: DeAnna Grantham

Commission expires: 10.22.28

DEANNA GRANTHAM
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

I-"P" (Rev. [illegible])

U.S. Department of Justice
Federal Bureau of Investigation
Criminal Justice Information Services Division
Clarksburg, WV 26306

THOMAS BRATTON MCGREGOR
10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541

Date: 05-22-2023

The Criminal Justice Information Services (CJIS) Division of the Federal Bureau of Investigation (FBI) has completed the following fingerprint submission:

Subject Name

THOMAS BRATTON MCGREGOR

Search Completed Result: 05-22-2023 E20231420000000067560

A SEARCH OF THE FINGERPRINTS PROVIDED BY THIS INDIVIDUAL HAS REVEALED NO PRIOR ARREST DATA AT THE FBI. THIS DOES NOT PRECLUDE FURTHER CRIMINAL HISTORY AT THE STATE OR LOCAL LEVEL.

Date of Birth: 09/22/1983

Social Security number: XXX-XX-0331

The result of the above response is only effective for the date the submission was originally completed. For more updated information, please submit new fingerprints of the Subject.

In order to protect Personally Identifiable Information, as of August 17, 2009, FBI policy has changed to no longer return the fingerprint cards. This form will serve as the FBI's official response.

This Identity History Summary (IdHS) is provided pursuant to 28 CFR 16.30-16.34 solely for you to conduct a personal review and/or obtain a change, correction, or updating of your record. This IdHS is not provided for the purpose of licensing or employment or any other purpose enumerated in 28 CFR 20.33.

Any questions may be addressed to the Customer Service Group at 304-625-5590. You may also visit the website at www.fbi.gov/checks for further instructions.

Chris Ormerod
Section Chief
Biometric Services Section
Criminal Justice Information Services Division

Special Power of Attorney

I, Thomas B McGregor hereby appoint Ashley Crocker as my attorney in fact to act in my capacity to do the following:

To sign and execute forms/ documents relating to The City of Mobile Alabama and the Alabama ABC Board concerning Bottles Up Mobile Inc.

The rights, powers, and authority of my attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on 1/5/25 (date) and shall remain in full force and effect until 1/1/26 (date) or unless specifically extended or rescinded earlier by either party.

1/5/25 (Date)

Thomas B McGregor (Signature)

State of Alabama

County of Mobile

BEFORE ME, the undersigned authority, on this 1/5/25 (date) personally appeared Thomas B McGregor to me well known to be the person described in and who signed the Foregoing, and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal and date aforesaid.

Deanna Grantham NOTARY PUBLIC

My Commission Expires 10/22/28

DEANNA GRANTHAM
NOTARY PUBLIC
ALABAMA STATE AT LARGE

STATE OF ALABAMA

DOMESTIC BUSINESS CORPORATION CERTIFICATE OF FORMATION

1. THE NAME OF THE CORPORATION

BOTTLES UP MOBILE, INC

2. THIS FORM WAS PREPARED BY:

THOMAS B MCGREGOR

3. THE STREET (NO PO BOXES) ADDRESS OF PRINCIPAL OFFICE:

MAILING ADDRESS IN ALABAMA OF PRINCIPAL OFFICE (IF DIFFERENT FROM STREET ADDRESS):

4. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

THOMAS B MCGREGOR

MOBILE

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

5. PURPOSE FOR WHICH CORPORATION IS FORMED (THE PURPOSE INCLUDES THE TRANSACTION OF ANY LAWFUL BUSINESS FOR WHICH CORPORATIONS MAY BE INCORPORATED IN ALABAMA UNDER TITLE 10A, CHAPTER 2A OF THE CODE OF ALABAMA.):

CATERING SERVICE - BAR AND ANY OTHER LEGAL PURPOSE

(FOR SOS OFFICE USE ONLY)

Alabama
Sec. Of State

958-345' D/C

Date	12/22/2021
Time	15:54:00
File	$100.00
County	$100.00
Exp	$0.00
Total	$200.00

6. NUMBER OF SHARES THE CORPORATION IS AUTHORIZED TO ISSUE: 1 PAR VALUE (OPTIONAL): 1,000

7. PERIOD OF DURATION SHALL BE PERPETUAL UNLESS STATED OTHERWISE BY AN ATTACHED EXHIBIT.

8. INCORPORATOR(S)

Incorporator	Office Address	Mailing Address
THOMAS B MCGREGOR B	10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541	10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541

10. A director has no liability to the corporation or its stockholders for money damages for any action taken, or any failure to take any action, as a director, except liability for (A) the amount of financial benefit received by a director to which he or she is not entitled; (B) an intentional infliction of harm on the corporation or the stockholders; (C) a violation of Section 10A-2A-8.32; (D) an intentional violation of criminal law; or (E) a breach of the director's duty of loyalty to the corporation or its stockholders.

☐ ATTACHED ARE ANY OTHER PROVISIONS THAT ARE NOT INCONSISTENT WITH LAW RELATING TO ORGANIZATION, OWNERSHIP, GOVERNANCE, BUSINESS, OR AFFAIRS OF THE CORPORATION.

12/22/2021
DATE

THOMAS B MCGREGOR PRESIDENT
ELECTRONIC SIGNATURE & TITLE/CAPACITY

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BOTTLES UP MOBILE, INC

This name reservation is for the exclusive use of THOMAS B MCGREGOR, 10349 TAYLOR HARPER BLVD, GRAND BAY, AL 36541 for a period of one year beginning December 22, 2021 and expiring December 22, 2022

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

December 22, 2021

Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES992969

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 12-27-2021

Employer Identification Number:
87-4118229

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

BOTTLES UP MOBILE INC
10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 87-4118229. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 941	04/30/2022
Form 940	01/31/2023
Form 1120	04/15/2022

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:
If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

2024

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BOTTLES UP MOBILE INC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLB	R011297283	01/1/2024	12/31/2024

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 722320

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

10349 TAYLOR HARPER BLVD GRAND BAY AL 36541-2801

P.O. Box 65 • Mobile, Alabama 36601
(251) 433-2703 • FAX: (251) 433-2777
www.ussalabama.com

February 7, 2025

Bottles Up Mobile, Inc.
ATTN: Bratton McGregor
1006 New Saint Francis Street
Mobile, AL 36604

Re: Boat Show on the Bay 2025- USS ALABAMA Battleship Memorial Park

Dear Mr. McGregor:

This letter acknowledges the USS Alabama Battleship Commission ("Commission") will be providing space upon the premises of Battleship Memorial Park ("BMP") for an event in which Bottles Up Mobile, Inc. shall be authorized by the Commission to provide bar services. Bottles Up Mobile, Inc. shall be permitted by the Commission to sell and serve alcohol upon premises of the BMP on April 4 through 5 from 9:00 am to 9:00 pm and April 6 from 12:00 pm to 5:00 pm.

Sincerely,

CDR Mark K. Fields, USN (Ret)
Executive Director

City of Mobile Alcoholic Beverage License Application

Alcohol License Application

PLANNING & ZONING DEPARTMENT APPROVAL

All boxes REQUIRED .. MUST be answered

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Type	License Type
OTHER (explain)	140 - SPECIAL EVENTS RETAIL
Legal Business Name: BOTTLES UP MOBILE INC	Trade Name (DBA): USS Alabama Commission ~~Boat show on the bay 2025~~
Physical Address of Business (Street Name, Suite #): 2703 Battleship Pkwy Mobile AL 36602	Building Square Footage: 10,000 / Building Stand alone or attached: Stand Alone
City: MOBILE / State: AL / Zip Code: 36602	Did you include the *REQUIRED* drawing with this sheet? (see pg 5): YES ... DRAWING ATTACHED

Business Contact Person			
Name	Title	Phone	Email
BRATTON MCGREGOR	President		BARGUY@BOTTLESUPMOBILE.C

PLANNING & ZONING DEPARTMENT USE ONLY				
Parking Provided	Parking Required	Compliance	Zoning	Approved
Yes		YES	R-1	YES
Comments: Approved per previous approvals				
Print Name: Payton Rogers	Signature: Digitally signed by Payton W. Rogers Reason: I have reviewed this document Contact Info: 251-208-5895 Date: 2025.03.14 16:12:01-05'00'			Date: 3/14/25

Skinner, Shawn

From: Rogers, Payton
Sent: Friday, March 14, 2025 4:13 PM
To: Skinner, Shawn; Anderson, Logan; Karapetyan, Marine
Subject: ABC Application - APPROVED
Attachments: BOTTLES UP ABC APPLICATION APPROVED.pdf

The attached ABC application has been approved by Planning.

Best Regards,
Payton W. Rogers, CAPZO
Planner II
Planning & Zoning
BUILDMOBILE
payton.rogers@cityofmobile.org
(251) 208-7092 direct

CSS
Online Permitting CITY OF MOBILE

42
16
42
16
Hwy 90
US Hwy
Battleship P
Bratton McGregor
Bottles Up Mobile Inc., President
Boat Show on the Bay 2025
April 4-6, 2025
2/11/25
Fencing
Parking
seating
Entry
restroom
Bar
P
USS Alabama Commission
2703 Battleship Parkway
Mobile, AL 36602

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (Off Premises Only) License
Submitted by:	Cloud 9 Vapes, LLC
Location:	True High Class 407 Dauphin Island Parkway Mobile, AL 36606

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/13/2025	NEW APPLICATION	2025 - 5716	131162	2	April 1, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,
The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

TRUE HIGH CLASS

Location Address

407 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

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Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

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License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

TRUE HIGH CLASS

Location Address

407 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36606

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **March 17, 2025**

Re: **Application # 5715 / 2962 Dauphin Island Pkwy.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a grocery store with retail beer and wine sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 3, C.J. Small (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5715 DATE 3/25/2025

APPLICANT MANNING INC

LOCATION 2962 DAUPHIN ISLAND PKWY

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/13/2025	NEW APPLICATION	2025 - 5716	131162	2	April 1, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

TRUE HIGH CLASS

Location Address

407 DAUPHIN ISLAND PKWY

City, State, Zip Code

MOBILE AL 36606

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL J HARRIS	OWNER	NO		JONCH022807@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? N/A

What is/was the start date of this business? 03/20/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/13/2025	NEW APPLICATION	2025 - 5716	131162	2	April 1, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
040 - RETAIL BEER (ON OR OFF PREMISES)	060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Business Information

Legal Business Name	Trade Name (DBA)
CLOUD 9 VAPES LLC	TRUE HIGH CLASS

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	07/15/2014	LR7167 PG 1528	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
47-1334759	R008999491	(251) 724-2013

Physical Address (Street Address, Suite #)	City	State	Zip Code
407 DAUPHIN ISLAND PKWY	MOBILE	AL	36606

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
--		--	

Primary Business Activity at the Location	Explain (other)	If Location Transfer, Previous Street Address and Zip Code
OTHER	TOBACCO STORE	N/A

Contact Person Information

Name	Title	POA	Phone	Email
CORDELL J HARRIS	OWNER	NO		JONCH022807@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
HARBRO REALTY LLC		JONCH022807@GMAIL.COM

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
3,068	0	YES	NO	SINGLE STRUCTURE	ENTIRE STRUCTURE

Do the premises have a fully equipped/operational kitchen?	NO
Is the business used to habitually and principally provide food to the public?	NO
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials CH

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
HARRIS, CORDELL JOHNATHAN	MEMBER		
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
HARRIS, GARY PAUL	MEMBER		
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

ABC Application 2

Applicant/POA Initials CH

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Cordell Harris	3-13-2025
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
	Member

Sworn to and subscribed before me this 13th day of March 20 25

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

March 13, 2025

TRUE HIGH CLASS

407 DAUPHIN ISLAND PARKWAY

MOBILE, AL 36606 USA

ACCOUNT NUMBER: 131162 TERRITORY 2

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2006219	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

CLOUD 9 VAPES LLC

dba TRUE HIGH CLASS

has made application to the City Council of the City of Mobile for a

040 - RETAIL BEER (ON OR OFF PREMISES) and 060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

for the premises located at

407 DAUPHIN ISLAND PKWY , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on April 1, 2025 for application number 2025 - 5716

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

040 - RETAIL BEER (ON OR OFF PREMISES)

060 - RETAIL TABLE WINE (ON OR OFF PREMISES)

Legal Business Name

CLOUD 9 VAPES LLC

Trade Name (DBA)

TRUE HIGH CLASS

Location Address

407 DAUPHIN ISLAND PKWY

Zip Code

36606

Application Number

2025 - 5716

Notice Post Date @ Location

03/13/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 1, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250214140023191

Type License: 040 - RETAIL BEER (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Type License: 060 - RETAIL TABLE WINE (ON OR OFF PREMISES) **State:** $150.00 **County:** $75.00

Trade Name: TRUE HIGH CLASS **Filing Fee:** $100.00

Applicant: CLOUD 9 VAPES LLC **Transfer Fee:**

Location Address: 407 DAUPHIN ISLAND PKWY MOBILE, AL 36606

Mailing Address: 503

County: MOBILE **Tobacco sales:** YES **Tobacco vending machines:** 0

Product Type: 03 **Type Ownership:** LLC

Book, Page, or Document info: BK: LR7167 PG: 1528

Do you sell Draft Beer?:

Date Incorporated: 07/15/2014 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 07/15/2014

Federal Tax ID: 47-1334759 **Alabama State Sales Tax ID:** R008999491

Name:	Title:	Date and Place of Birth:	Residence Address:
CORDELL JOHNATHAN HARRIS	MEMBER		
GARY PAUL HARRIS	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: CORDELL HARRIS **Home Phone:** 251-380-6407
Business Phone: 251-625-9271 **Cell Phone:**
Fax: **E-mail:** cloud9vapesllc@gmail.com

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: License 1:
Applicant: License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250214140023191

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: HARBRO REALTY LLC 251-625-9271
What is lessors primary business? REALTY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? NO
Is the business used to habitually and principally provide food to the public? NO
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3068 Display Square Footage:
Building seating capacity: 16 Does Licensed premises include a patio area? NO
License Structure: SINGLE STRUCTURE License covers: ENTIRE STRUCTURE
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 1 miles
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
CORDELL HARRIS	LARCENY THEFT 3RD DEGREE, 1/22/2008	MOBILE COUNTY SHERIFF'S OFFICE	YOUTHFUL OFFENDER

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250214140023191

Initial each — **Signature page**

CH In reference to law violations, I attest to the truthfulness of the responses given within the application.

CH In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

CH In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

CH In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

CH The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board

CH I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Cordell Harris

Signature of Applicant:

Notary Name (print):

Notary Signature:

TYLER SMITH
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Comm. Expires Aug. 24, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250214140023191

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
Does anyone involved with this license application have any monetary interest in any other ABC licensed/permitted establishment?: Cloud 9 Vapes LLC
Is ther any further interest in, or connection with, the licensee's business by the lessor?: Owner of both LLC's is the same.

ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.676.6000 / ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

February 4, 2025

Dear Mr. Harris,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:048250204131137
NAME:HARRIS,CORDELL JOHNATHAN
SOC
ABI RESULT:IDENT
SID

CERTIFIED COPY
OF
ALEA DOCUMENT

```
02-04-2025 13:16  ALLEA0049                                    *
*ATN/TCN048250204131137                                        *
*OPR/AFIS                                                      *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02137024       *
******  THERE ARE NO MORE INQUIRIES NECESSARY ON THIS          *
******  RECORD - ALL ARRESTS ARE IN ALABAMA`S DATA BASE.       *
******************* NOTICE  AND  WARNING **********************
*       THIS RECORD IS CONFIDENTIAL AND RESTRICTED             *
*       FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.             *
*       THIS IS NOT THE PUBLIC RECORD OF THE EVENTS            *
*       DEPICTED AND DISSEMINATION IN VIOLATION OF             *
*       THIS RESTRICTION WILL SUBJECT THE OFFENDER             *
*       TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL           *
*       PENALTIES. THIS DOCUMENT MUST BE SECURED AND           *
*       DESTROYED BY BURNING OR SHREDDING WHEN NO              *
*       LONGER NEEDED.                                         *
**************************************************************
*-ALABAMA CRIMINAL HISTORY-            REPORT DATE: 02-04-2025 *
*NAME                           STATE ID NO.   FBI ID NO.      *
*HARRIS,CORDELL JOHNATHAN                                      *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB            *
*M   W                09    200    BLU   BRO                   *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                        *
                                                               *

*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION          *
*02137024                                  *                   *
**************************************************************
*ARREST-01                                                     *
*  DATE OF ARREST - 01-22-2008                                 *
*  AGENCY -  MOBILE CO SHERIFFS DEPT  ORI - AL0020000          *
*    NAME - HARRIS,CORDELL JOHNATHAN                           *
*      CHARGE  01 -  2399  LARC-THEFT OF PROPERTY 3RD DEGREE   *
*      DATE OF OFFENSE - 01-22-2008                            *
*      AGENCY CASE NO. - 2008001270                            *
*TOTAL NUMBER OF ARRESTS- 1                                    *
*RECORD LAST UPDATED 02/04/2025                                *
*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED            *
*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR               *
*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH              *
*THE ARRESTING AGENCY THAT FURNISHED THE DATA.                 *
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE                   *
*BY CRIMINAL JUSTICE AGENCIES ONLY.                            *
```

*LAST PAGE ON SID *

SEQ # 681 MRI #

ALABAMA LAW ENFORCEMENT AGENCY

201 SOUTH UNION STREET, SUITE 300 | P.O. BOX 304115 | MONTGOMERY, AL 36130-4115
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

February 4, 2025

Dear Mr. Harris,

The ALEA Criminal Justice Information Services Division has received and processed your Alabama Criminal History Record Information (CHRI) request.

Our review found no state criminal records based on the information you provided in your application, based on a fingerprint check of Alabama criminal records only. As additions or deletions to an individual's criminal history may be made at any time, a new request for your state CHRI should be made via the same procedure if it is needed later.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN:048[illegible]
NAME:HARRIS GARY PAUL
SOC [illegible]
ABI RESULT:IDENT
SID:AL02365857

CERTIFIED COPY
OF
ALEA DOCUMENT

02-04-2025 13:22 ALLEA0049 *
*ATN/TCN048250204131746 *
*OPR/AFIS *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02365857 *
*-CIVIL APPLICANT RESPONSE- REPORT DATE: 02-04-2025 *
*NAME STATE ID NO FBI ID NO. *
*HARRIS,GARY PAUL *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB *
*M W [illegible] 511 220 BRO GRN *
*SOCIAL SECURITY SCARS-MARKS-TATTOOS *
[illegible] *

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION *
* * *
****
*LAST PAGE ON SID [illegible] *

SEQ # 695 MRI # [illegible]

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

2014035190 1/4
Bk: LR7167 Pg:1528
Document Type: LAOR

Mobile County, Alabama
I hereto certify this instrument
filed on . 07/16/2014 11 07:04 AM
Don Davis, Probate Judge

Deed Tax.	$.00	
Mortgage Tax	$.00	
Mineral Tax:	$.00	
No Tax	$.00	2014035190
Judge Fee:	$.00	Bk-LR7167
G.R Fee.	$2.00	Pg 1528
Surcharge Fee.	$.00	
Recording Fee:	$51.00	
TOTAL:	$53.00	

(For County Probate Office Use Only)

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-1-3.05 and 10A-5-2.02 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. **The information required in this form is required by Title 10A.**

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. **Make a separate check or money order payable to the Secretary of State for the state filing fee of $100.00** and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is issued. Once the Secretary of State's Office has indexed the filing the information will appear at www.sos.alabama.gov under the Government Records tab and the Business Entity Records link – you may search by entity name. Your notification of filing was provided by the Probate Judge's Office via a stamped copy and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment (see attached). Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored.

The information completing this form must be typed or laser printed.

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Title 10A-1-5.06):

   Cloud 9 Vapes LLC

2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached [proves name reservation under 10A-1-4.02(f)].**

(For SOS Office Use Only)

This form was prepared by: (type name and full address)
Gary P. Harris
4563 Cypress Shores Dr.
Mobile, Al 36619

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. Street (No PO Boxes) address of principal office of the limited liability company (LLC):

_____

Mailing address of principal office (if different from street address): _____

_____

4. The name of the Registered Agent: Gary P. Harris

Street (No PO Boxes) address of Registered Agent (if different from principal office address):

_____

Mailing address of Registered Agent (if different from street address): _____

_____

5. Purpose for which the limited liability company formed: Retail sales of electronic cigarretes, ejuice, and accessories. ; the purpose includes the transaction of any lawful business for which limited liability companies may be organized in Alabama under Title 10A, Chapter 5 of the Code of Alabama.

6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

7. The name(s) of the Organizer(s): Gary P. Harris

Street (No PO Boxes) address of Organizer(s)

_____ Mailing address of Organizer(s) – (if different from street address): _____

Attach a listing if more Organizers need to be added.

8. If the limited liability company is to be managed by one or more managers, give the number of managers 2 and the names and mailing addresses of the manager or managers who are to serve as managers until their successors are elected and begin serving:

Manager's Name: Gary P. Harris

Mailing address of Manag

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

Manager's Name: Cordell J. Harris

Mailing address of Manager: 4061 Furman dr. Mobile Al 36619

Attach listing if more Managers need to be added.

9. The right, if given, of the member or members to admit additional members, and the terms and conditions of the admission are attached.

10. The circumstances, if any, under which the cessation of membership of one or more members will result in dissolution of the limited liability company are attached.

11. The filing of the limited liability company is effective immediately on the date filed by the judge of probate or at the later date specified in this filing (no more than 90 days after date of signing). 10A-1-4.12

The undersigned specify 07 / 16 / 2014 as the effective date (must be later than the date filed in the office of the county judge of probate, but not more than 90 days after the date of signing).

☐ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or affairs of the limited liability company.

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Gary P. Harris
Typed Name of Above Signature

Member/Organizer
Typed Title (Member, Organizer or Attorney-in-fact)

Additional members may sign (attach listing if necessary).

07 / 15 / 2014
Date (MM/DD/YYYY)

Signature as required by 10A-5-2.04

Cordell J. Harris
Typed Name of Above Signature

Member
Typed Title (Member)

Jim Bennett
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Jim Bennett, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Cloud 9 Vapes LLC

This name reservation is for the exclusive use of Gary Harris, 4563 Cypress Shores Dr, Mobile, AL 36619 for a period of one year beginning July 14, 2014 and expiring July 14, 2015

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

July 14, 2014

Date

Jim Bennett **Secretary of State**

RES662505

IRS Department of the Treasury
Internal Revenue Service

CINCINNATI OH 45999-0038

In reply refer to: 0231174152
Mar. 04, 2019 LTR 147C 0
47-1334759 000000 00
00001465
BODC: SB

CLOUD 9 VAPES LLC
GARY P HARRIS MBR
2315 HILLCREST RD
MOBILE AL 36695-3811

031516

Employer identification number: 47-1334759

Dear Taxpayer:

Thank you for your inquiry of Feb. 21, 2019.

Your employer identification number (EIN) is 47-1334759. Please keep this letter in your permanent records. Enter your name and EIN on all federal business tax returns and on related correspondence.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, you can call 800-829-4933.

If you prefer, you can write to us at the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number ( )_____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

CLOUD 9 VAPES LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R008999491	01/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE

THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE. THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Derrick Coleman

Deputy Commissioner

NAICS CODE: 459991

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

2315 HILLCREST RD MOBILE AL 36695-3811
27080 US HIGHWAY 98 DAPHNE AL 36526-4867
29 SHELL ST SARALAND AL 36571-2202
3913 AIRPORT BLVD MOBILE AL 36608-1621
407 DAUPHIN ISLAND PKWY MOBILE AL 36606-1233
4439 RANGELINE RD MOBILE AL 36619-9551
5053 COTTAGE HILL RD MOBILE AL 36609-4204
5237 HALLS MILL RD SUITE B BLDG C MOBILE AL 36619-9603
5624 OLD SHELL RD MOBILE AL 36608-3041
7885 MOFFETT RD STE 132 SEMMES AL 36575-5489

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

Ownership Type	Company Name

The above described property is ☐ Owned ☒ Leased to/by Cloud 9 Vapes, LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 20 day of February 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Autumn Dexter	Autumn Dexter	12/2/2028

AUTUMN DEXTER NOTARY PUBLIC STATE AT LARGE ALABAMA Commission Expires 12/2/2028

Notary Stamp

Owner of Property (Print Name)	Applicant Name (Print Name)
Cordell Harris	Cordell Harris
Owner of Property (Signature)	Applicant Name (Signature)
Street Address	Street Address
Date Agreement Signed	Date Agreement Signed
2-20-2025	2-20-2025

Revision Date 10.23.2023

Mobile County Property Search

Key Number: 983500 For Year 2024

Property Details

Account	
Key Number:	983500
Legal Description:	LOT 18 BLK 2 BROOKLEY HTS 1ST SECTOR MBK 3 P 677-680 #SEC 37 T5S R1W #MP32 02 37 0 001
Parcel Number:	3202370001036XXX
Type:	Real
Property Class:	3
Location	
Address:	1407 DAUPHIN ISLAND PKY MO
Owner	
Name:	ADAMS HAROLD E
Mailing Address:	1407 DAUPHIN ISLAND PKWY MOBILE , AL 36605
Exemptions:	H1 - For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$35,400
Land Value:	$9,000
Appraised Value:	$44,400
Taxable Value:	$44,400
Assessed Value:	$4,440

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 30th day of January, 2025

BETWEEN:

Harbro Realty LLC o

Telephon

(the "Landlord")

OF THE FIRST PART

- AND -

Cloud 9 Vapes, LLC of

Telephone: (251) 518-1728

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
    a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
    b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 407 Dauphin Island Parkway, Mobile, AL, 36606, USA, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
    c. "Common Areas and Facilities" mean:
        i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are

Rules and Regulations

44. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

45. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

46. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

47. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.

48. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

49. Time is of the essence in this Lease.

50. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 30th day of January, 2025.

Harbro Realty LLC (Landlord)

Miriah Harris
(Witness)

By: Cordell Johnathan Harris
Cordell Johnathan Harris - Member

Cloud 9 Vapes, LLC (Tenant)

Miriah Harris
(Witness)

By: Cordell Johnathan Harris
Cordell Johnathan Harris - Member

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☒ Limited Liability Company (LLC) ☐ Corporation	☒ New Business ☐ New Owner ☐ Location Change	☒ No ☐ Yes Relocation Date: NA	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☒ Other

License Type Applied for with AL ABC Board (*MUST* match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☐ 020 - Restaurant Retail Liquor
☒ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☒ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Cloud 9 Vapes, LLC	True High Class

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
407 Dauphin Island Pkwy.	Mobile	AL	36606

Business Contact Person Information

Name	Title	Phone	Email
Cordell Harris	member	[redacted]	ch022807@gmail.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

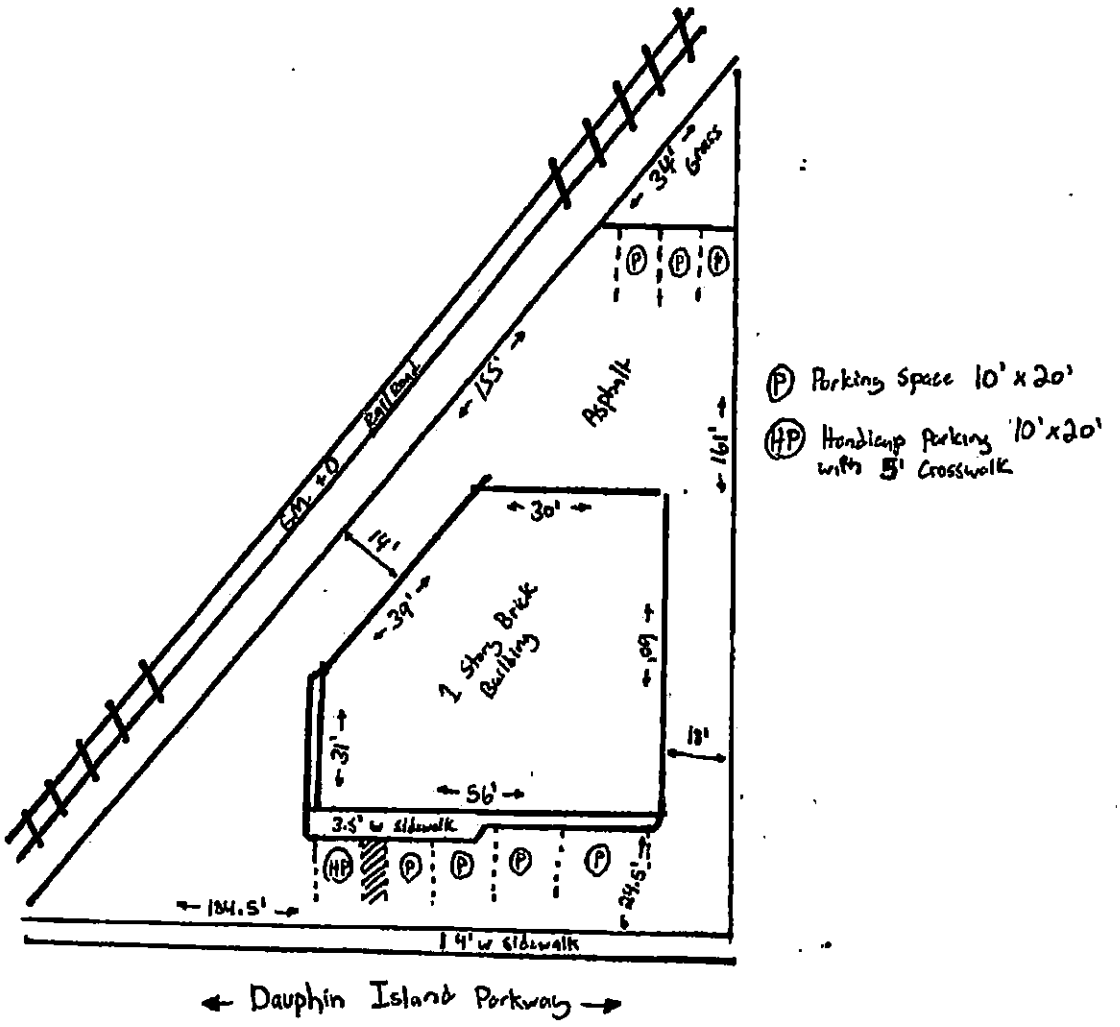
Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3145	8	8	✓	B-3	✓

Comments

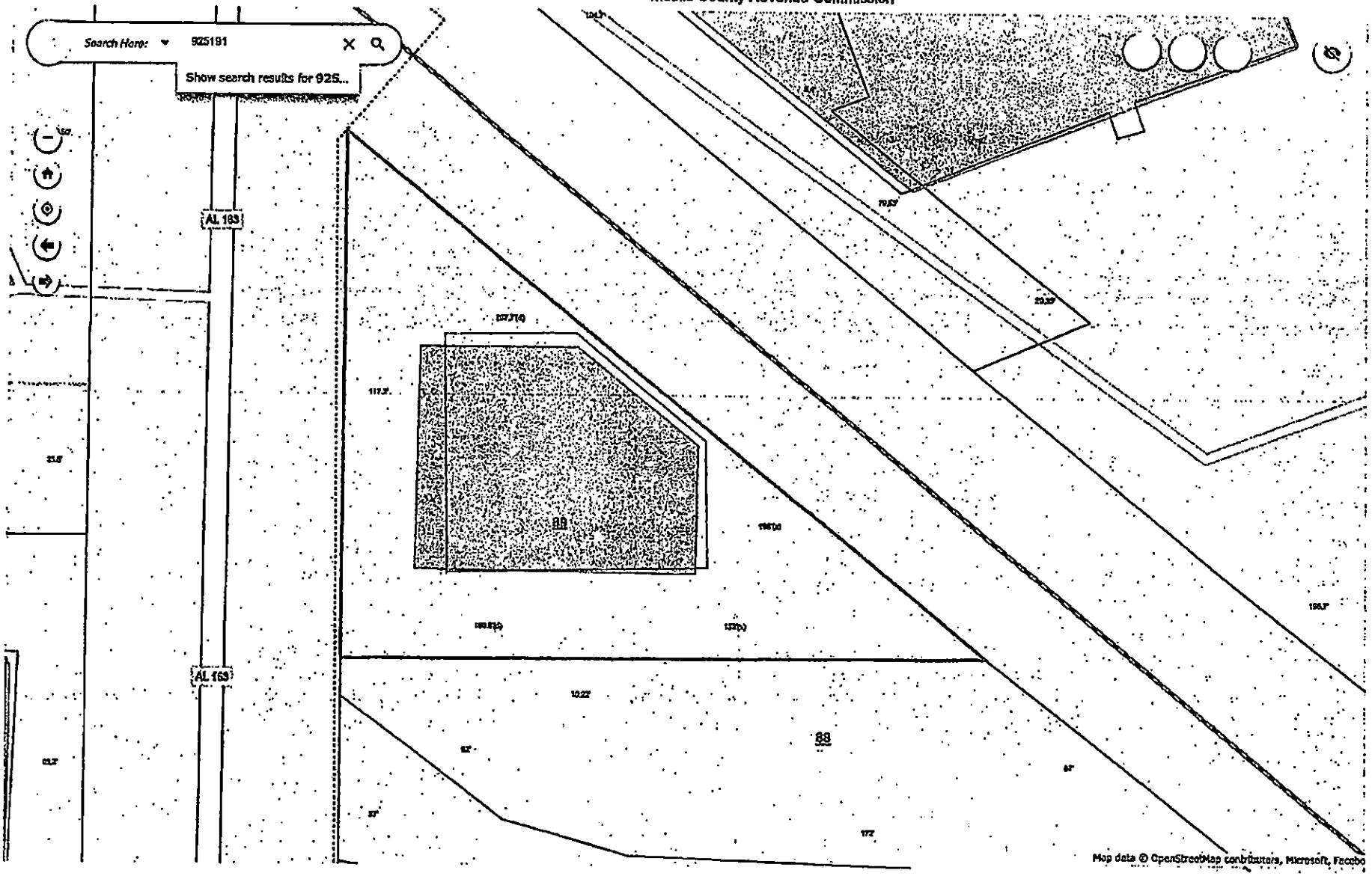
Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C Whistler	3-17-2025

Revision Date 10 23 2023

Planning and Zoning


34' Grass
155'
Asphalt
161'
30'
14'
39'
1 Story Brick Building
69'
31'
18'
56'
3.5' w sidewalk
134.5'
24.5'
14' w sidewalk
Dauphin Island Parkway
P Parking Space 10' x 20'
HP Handicap Parking 10' x 20' with 5' Crosswalk

Mobile County Revenue Commission



30°40'30"N 88°05'12"W

0 10 20ft

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-151488-2025
Issue Date: 03/14/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022910282003089.	407 Dauphin Island Pkwy	

Business Name	Issued To	Zoning Districts
CLOUD 9 VAPES LLC dba TRUE HIGH CLASS	Name: CORDEL J. HARRIS Company: CLOUD 9 VAPES LLC dba TRUE HIGH CLASS Address: 407 Dauphin Island Pkwy MOBILE, AL 36606 Phone: (251) 625-9271	B-3

This Zoning Classification Allows the property to be used for:
RETAIL TOBACCO SHOP

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

R E S O L U T I O N

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Retail Beer/Table Wine (On or Off Premises) Liquor License
Submitted by:	Cloud 9 Vapes, LLC
Location:	True High Class 407 Dauphin Island Parkway Mobile, AL 36606

Adopted:

_____
City Clerk

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	Big A S Bando Brunch Bar and Grill, LLC
Location:	Big A S Bando Brunch Bar and Grill 326 Azalea Road Mobile, AL 36609

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2025	NEW APPLICATION	2025 - 5721	131198	5	April 1, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,
The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
BIG A S BANDO BRUNCH BAR AND GRILL LLC

Trade Name (DBA)
BIG A S BANDO BRUNCH BAR AND GRILL

Location Address
326 AZALEA ROAD

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2025	NEW APPLICATION	2025 - 5721	131198	5	April 1, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,
The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
BIG A S BANDO BRUNCH BAR AND GRILL LLC

Trade Name (DBA)
BIG A S BANDO BRUNCH BAR AND GRILL

Location Address
326 AZALEA ROAD

City, State, Zip Code
MOBILE AL 36609

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner L. Logan Anderson

Date: **March 20, 2025**

Re: **Application # 5721 / 326 Azalea Rd.**

Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-2. This is to advise that a restaurant with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING

APPLICATION NUMBER 5721 DATE 4/1/2025

APPLICANT BIG AS BANDO BRUNCH BAR AND GRILL LLC

LOCATION 326 AZALEA RD

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2025	NEW APPLICATION	2025 - 5721	131198	5	April 1, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BIG A S BANDO BRUNCH BAR AND GRILL LLC

Trade Name (DBA)

BIG A S BANDO BRUNCH BAR AND GRILL

Location Address

326 AZALEA ROAD

City, State, Zip Code

MOBILE AL 36609

Contact Person Information

Name	Title	POA	Phone	Email
ALEXANDER J AUSTIN	OWNER	NO		BIGASFINEFOODS51@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business?

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/19/2025	NEW APPLICATION	2025 - 5721	131198	5	April 1, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
BIG A S BANDO BRUNCH BAR AND GRILL LLC	BIG A S BANDO BRUNCH BAR AND GRILL

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	10/24/2024	001-159-380	AL	MOBILE

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
33-1558123	R012288450	(251) 705-[illegible]

Physical Address (Street Address, Suite #)	City	State	Zip Code
326 AZALEA ROAD	MOBILE	AL	36609

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
326 AZALEA ROAD	MOBILE	AL	36609

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
RESTAURANT	N/A

Contact Person Information

Name	Title	POA	Phone	Email
ALEXANDER J AUSTIN	OWNER	NO	(251) [illegible]	BIGASFINEFOODS51@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
N/A	

ABC License Type	License Number	Any ABC Pending Actions

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
WHITE SPUNNER REALTY / AZALEA SOUTH LLC		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code
3201 DAUPHIN STREET STE A	MOBILE	AL	36606

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
3,600	36	YES	NO	SHOPPING CENTER	PARTIAL - ATTACHED

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	YES
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials AJA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
AUSTIN, ALEXANDER JAMAR	OWNER		
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
Date of Birth / Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
YES	CRIMINAL MISCHIEF	MOBILE CO SHERIFF DEPT	04/06/2022	GUILTY - 90DAYS SERVE

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
Date of Birth / Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number	

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
N/A				
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

Applicant/POA Initials AJA

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

AJA The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

AJA The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

AJA The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

AJA The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

AJA Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

AJA In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

AJA Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Alexander Austin	3/19/25
Owner/Applicant/POA Signature	Title of Person Signing this Application
Alexander Austin	Owner

Sworn to and subscribed before me this 19th day of March 20 25

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama · State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

March 19, 2025

BIG AS BANDO BRUNCH BAR AND GRILL

326 AZALEA ROAD

MOBILE, AL 36609 USA

ACCOUNT NUMBER: 131198 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2008904	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

03/19/2025 08:46AM KAREN T.
045464-0002

BUSINESS LICENSE
BIG AS BANDO BRUNCH BAR AND GRILL LLC
131198
2025 Item: 2008904
ALCOHOL APPLICATION
FEE $50.00

$50.00

Subtotal	**$50.00**
Total	**$50.00**
CASH	$50.00
Change due	**$0.00**

Paid by: BIG AS BANDO BRUNCH BAR AND GRILL LLC

Thank you for your payment

CUSTOMER COPY

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

BIG A S BANDO BRUNCH BAR AND GRILL LLC

dba BIG A S BANDO BRUNCH BAR AND GRILL

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

326 AZALEA ROAD , Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

April 1, 2025 for application number 2025 - 5721

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

Alexandra Austin
Applicant/POA Signature

R Shawn Skinner
Revenue Department Representative

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

BIG A S BANDO BRUNCH BAR AND GRILL LLC

Trade Name (DBA)

BIG A S BANDO BRUNCH BAR AND GRILL

Location Address

326 AZALEA ROAD

Zip Code

36609

Application Number

2025 - 5721

Notice Post Date @ Location

03/19/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 1, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

Alexander Kurts

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250206144309032

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** $300.00 **County:** $300.00

Type License: **State:** **County:**

Trade Name: BIG A S BANDO BRUNCH BAR AND GRILL **Filing Fee:** $50.00

Applicant: BIG A S BANDO BRUNCH BAR AND GRILL LLC **Transfer Fee:**

Location Address: 326 AZALEA RD MOBILE, AL 36609

Mailing Address: 326 AZALEA RD MOBILE, AL 36609

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-159-380

Do you sell Draft Beer?:

Date Incorporated: 10/21/2024 **State incorporated:** AL **County Incorporated:** MOBILE

Date of Authority: 10/21/2024

Federal Tax ID: 33-1558123 **Alabama State Sales Tax ID:** R012288450

Name:	Title:	Date and Place of Birth:	Residence Address:
ALEXANDER JAMR AUSTIN	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ALEXANDER AUSTIN
Business Phone: 251-422-6715
Fax:

Home Phone: 251-422-6715
Cell Phone: 251-422-6715
E-mail: BIGAFINEFOODS51@OUTLOOK.COM

PREVIOUS LICENSE INFORMATION:
Trade Name:
Applicant:

Previous License Number(s)
License 1:
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250206144309032

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: AZALEA SOUTH LLC 251-471-1000
What is lessors primary business? COMMERCIAL REALTY
Is lessor involved in any way with the alcoholic beverage business? NO
Is there any further interest, or connection with, the licensee's business by the lessor? NO

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 3600 Display Square Footage:
Building seating capacity: 36 Does Licensed premises include a patio area? NO
License Structure: SHOPPING CENTER License covers: OTHER
Number of licenses in the vicinity: 1 Nearest: 1
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? YES

Name:	Violation & Date:	Arresting Agency:	Disposition:
ALEXANDER LEE AUSTIN	MARIJUANA POSSESSION, PISTAL CARRY WITHOUT PERMIT, NARCOTIC EQUIPMENT, DANGEROUS DRUGS 01/28/2010	MOBILE COUNTY SHERIFFS DEPARTMENT	DISMISSED, NOLLE PROSSED
ALEXANDER AUSTIN	PROPERTY CRIMES CRIMINAL MISCHIEF 04/06/2022	MOBILE CO SHERIFFS DEPT	FOUND GUILTY 90 DAYS TO SERVE, 90 DAY SUSPENSION FOR 6 MONTHS.FORMAL PROBATION, TO PAY COST OF COURT AND RESTITUTION IN THE AMOUNT OF $756.80 FOR JUNEA SCOTT

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20250206144309032

Initial each	Signature page
AJA	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AJA	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AJA	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
XX	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
XX	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
XX	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
AJA	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
AJA	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
AJA	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Alexander Austin

Signature of Applicant: Alexander Austin

Notary Name (print):

Notary Signature:

SANDY DURHAM
NOTARY PUBLIC
ALABAMA - STATE AT LARGE
My Commission Expires Sept. 17, 2025

Commission expires:

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250206144309032

Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival Participants licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Wine Festival / Wine Festival Participant licenses (5 Days or Less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
License Covers: 326 AZALEA RD MOBILE

ALABAMA LAW ENFORCEMENT AGENCY

301 SOUTH RIPLEY STREET | P.O. BOX 1511 | MONTGOMERY, AL 36104
334.676.6000 | WWW.ALEA.GOV

KAY IVEY
GOVERNOR

HAL TAYLOR
SECRETARY

April 15, 2024

Dear Mr. Austin,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-4400 if we may be of further assistance in this matter.

Respectfully,

Michael B. Trotter
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

```
xxxxxxxxxxxx STATE ABI SEARCH RESULT AND RAP SHEET xxxxxxxxxxxx
TCN
NAME:AUSTIN ALEXANDER JAMAR
SOC.
ABI RESULT:IDENT
SID:
```

CERTIFIED COPY OF ALEA DOCUMENT

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04-15-2024 16:10  ALLEA0049                                        *
*ATN/TCN8012405779                                                 *
*OPR/AFIS                                                          *
*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02251429           *
******  THERE ARE NO MORE INQUIRIES NECESSARY ON THIS              *
******  RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE.           *
******************* NOTICE  AND  WARNING **********************
*       THIS RECORD IS CONFIDENTIAL AND RESTRICTED                 *
*       FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.                 *
*       THIS IS NOT THE PUBLIC RECORD OF THE EVENTS                *
*       DEPICTED AND DISSEMINATION IN VIOLATION OF                 *
*       THIS RESTRICTION WILL SUBJECT THE OFFENDER                 *
*       TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL               *
*       PENALTIES. THIS DOCUMENT MUST BE SECURED AND               *
*       DESTROYED BY BURNING OR SHREDDING WHEN NO                  *
*       LONGER NEEDED.                                             *
**************************************************************
*-ALABAMA CRIMINAL HISTORY-            REPORT DATE: 04-15-2024 *
*NAME                           STATE ID NO.   FBI ID NO.         *
*AUSTIN,ALEXANDER LEE                                              *
*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE   HAIR   POB                *
*M   B                  -01    297    BRO   BLK    NY             *
*SOCIAL SECURITY    SCARS-MARKS-TATTOOS                           *
                    TAT R ARM                                     *
*                   TAT L ARM                                     *
*                   TAT CHEST                                     *
*ALIAS NAMES                                                       *
*  AUSTIN,ALEXANDER JAMAR                                          *
*FILE NUMBER BIRTH DATE  SOCIAL SECURITY   OCCUPATION              *
                                           *                      *
**************************************************************
*ARREST-01                                                         *
*  DATE OF ARREST - 05-23-2009                                     *
*  AGENCY -  PRICHARD POLICE DEPT  ORI - AL0020200                 *
*    NAME - AUSTIN,ALEXANDER LEE                                   *
*      CHARGE  01 -  2299  BURGL-BURGLARY 3RD DEGREE               *
*      DATE OF OFFENSE - 05-23-2009                                *
*      AGENCY CASE NO. - 2009010680                                *
*        DISP -  DISMISSED     DATE OF DISP - 05-16-2014           *
*          OFFENSE - 2299 BURGL-BURGLARY 3RD DEGREE                *
*ARREST-02                                                         *
*  DATE OF ARREST - 01-28-2010                                     *
*  AGENCY -  MOBILE CO SHERIFFS DEPT  ORI - AL0020000              *
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*    NAME - AUSTIN,ALEXANDER LEE                                  *
*      CHARGE  01 -  3562  MARIJUANA POSSESS-POSSESSION MARINJ*
*      DATE OF OFFENSE - 01-28-2010                               *
*      AGENCY CASE NO. - 2010001730                               *
*        DISP -  DISMISSED     DATE OF DISP - 02-24-2012          *
*          OFFENSE - 3562 MARIJUANA POSSESS-POSSESSION MARINJU*
*      CHARGE  02 -  5299  WEAPON OFFENSE-PISTOL CARRY W\OUT P*
*      DATE OF OFFENSE - 01-28-2010                               *
*      AGENCY CASE NO. - 2010001730                               *
*      CHARGE  03 -  3550  NARCOTIC EQUIP-USE\POSSESS DRUG PAR*
*      DATE OF OFFENSE - 01-28-2010                               *
*      AGENCY CASE NO. - 2010001730                               *
*        DISP -  NOLLE PROSSED     DATE OF DISP - 04-13-2010      *
*          OFFENSE - 3599 DANGEROUS DRUGS-USE/POSSESS DRUG PAR*
*      CHARGE  04 -  4813  FAILURE TO MOVE ON-LOITER FOR DRUG *
*      DATE OF OFFENSE - 01-28-2010                               *
*      AGENCY CASE NO. - 2010001730                               *
*        DISP -  NOLLE PROSSED     DATE OF DISP - 04-13-2010      *
*          OFFENSE - 4813 FAILURE TO MOVE ON-LOITERING            *
*      CHARGE  05 -  5499  TRAFFIC OFFENSE-NO INSURANCE           *
*      DATE OF OFFENSE - 01-28-2010                               *
*      AGENCY CASE NO. - 2010001730                               *
*      CHARGE  06 -  5499  TRAFFIC OFFENSE-NO TAG                 *
*      DATE OF OFFENSE - 01-28-2010                               *
*      AGENCY CASE NO. - 2010001730                               *
*      CHARGE  07 -  5499  TRAFFIC OFFENSE-NO TAG                 *
*      DATE OF OFFENSE - 01-28-2010                               *
*      AGENCY CASE NO. - 2010001730                               *
*ARREST-03                                                        *
*  DATE OF ARREST - 06-11-2010                                    *
*  AGENCY -  MOBILE PD  ORI - AL0020100                           *
*    NAME - AUSTIN,ALEXANDER LEE                                  *
*      CHARGE  01 -  5499  TRAFFIC OFFENSE-NO SEAT BELT           *
*      DATE OF OFFENSE - 06-11-2010                               *
*      AGENCY CASE NO. - 2010012092                               *
*      CHARGE  02 -  5499  TRAFFIC OFFENSE-NO INSURANCE           *
*      DATE OF OFFENSE - 06-11-2010                               *
*      AGENCY CASE NO. - 2010012092                               *
*      CHARGE  03 -  5499  TRAFFIC OFFENSE-RUN RED LIGHT          *
*      DATE OF OFFENSE - 06-11-2010                               *
*      AGENCY CASE NO. - 2010012092                               *
*      CHARGE  04 -  5499  TRAFFIC OFFENSE-NO INSURANCE           *
*      DATE OF OFFENSE - 06-11-2010                               *
*      AGENCY CASE NO. - 2010012092                               *
*ARREST-04                                                        *
*  DATE OF ARREST - 04-06-2013                                    *
*  AGENCY -  MOBILE CO SHERIFFS DEPT  ORI - AL0020000             *
*    NAME - AUSTIN,ALEXANDER LEE                                  *
*      CHARGE  01 -  5499  TRAFFIC OFFENSE-NO INSURANCE           *
*      DATE OF OFFENSE - 04-06-2013                               *
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*      CHARGE  02 -  5299  WEAPON OFFENSE-PISTOL-CARRYING WITH*
*      DATE OF OFFENSE - 04-06-2013                           *
*ARREST-05                                                    *
*  DATE OF ARREST - 04-26-2022                                *
*  AGENCY -  MOBILE CO SHERIFFS DEPT  ORI - AL0020000         *
*    NAME - AUSTIN,ALEXANDER LEE                              *
*      CHARGE  01 -  1399  ASSLT-ASSAULT 3RD DEGREE           *
*      DATE OF OFFENSE - 04-26-2022                           *
*      AGENCY CASE NO. - 202200004798                         *
*      CHARGE  02 -  7199  PROPERTY CRIMES-CRIMINAL MISCHIEF 2*
*      DATE OF OFFENSE - 04-26-2022                           *
*      AGENCY CASE NO. - 202200004798                         *
*TOTAL NUMBER OF ARRESTS- 5                                   *
*RECORD LAST UPDATED 04/15/2024                               *
*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED           *
*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR              *
*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH             *
*THE ARRESTING AGENCY THAT FURNISHED THE DATA.                *
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE                  *
*BY CRIMINAL JUSTICE AGENCIES ONLY.                           *
*LAST PAGE ON SID AL02251429                                  *

SEQ # 1171 MRI # 36538397
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MUNICIPAL COURT OF MOBILE, AL Revised 10/26/2016	CASE ACTION SUMMARY	Case Number: CL063656 Docket Number: C022001660

Defendant Name and Address:	Sex:	Race:	Date of Birth:	Court Date:
ALEXANDER JAMAR AUSTIN 610 WEST SKYLINE DRIVE MOBILE, AL 36609	MALE	BLACK		8/02/2022
	Driver's License Number and State: AL			
	Offense Date: September 7, 2021	Arresting Officer: JORGE CHIANG		
Complainant: JORGE CHIANG	Bond Amount: 500.00	Attorney of Defendant: WAIVER SIGNED.		
Charge: CRIMINAL MISCHIEF 2ND	Sureties:			

On 6/17/2022 the Defendant appears in open court and pleads Guilty. After hearing the evidence on 8/02/2022, it is the judgment of the court that defendant is Guilty.

Defendant is sentenced to 90 Days in city jail, the Court suspends the sentence for 6 Months and places the Defendant on Probation, the Defendant is also hereby ordered to successfully complete all court ordered programs. 8/2/2022DEFENDANT FOUND GUILTY; 90 DAYS TO SERVE; 90 DAYS SUSPENDED FOR 6 MONTHS; FORMAL PROBATION; TO PAY COST OF COURT AND RESTITUTION IN THE AMOUNT OF $756.80 FOR JU'NEA SCOTT.

Defendant is hereby fined $0.00 together with $222.00 court costs and fees, for a total of $222.00. Which includes restitution in the amount of $756.80 for JU'NEA SCOTT.

☐ No Contact Order entered.

On this date: 8/02/2022

Carmine L. Colens

Judge / Municipal Clerk KP

Appeal Record

Date of Appeal

Amount of Bond

Bondsmen

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA

Carmine L. Colens

AVW 12-31-2024

MOBILE
ALABAMA

December 31, 2024

Re: Alexander Jamar Austin
DOB-

To Whom It May Concern:

Mobile Municipal Court record shows dispositions as follows for the following cases:

Case #:	Offense:	Offense Date:	Arrest Date:
T00962930/ N2896191	No insurance	12/14/2009	6/12/2010

Disposition: Guilty– 7/19/2010

Mobile Municipal Court's record for the above case number shows a disposition of **Guilty** as of **July 19, 2010.** The defendant was ordered to pay court cost and fines. This letter is to replace the Case Action Summary which could not be located. All requirements of the court have been met; therefore, the **CASE is CLOSED.**

If the court can be of any further assistance, please contact us at 251-208-7055.

Sincerely,

MOBILE
ALABAMA

December 31, 2024

Re: Alexander Jamar Austin
DO

To Whom It May Concern:

Mobile Municipal Court record shows dispositions as follows for the following cases:

Case #:	Offense:	Offense Date:	Arrest Date:
T00962929/ N2896190	Run red light	12/14/2009	6/12/2010

Disposition: Guilty– 7/19/2010

Mobile Municipal Court's record for the above case number shows a disposition of **Guilty** as of **July 19, 2010.** The defendant was ordered to pay court cost and fines. This letter is to replace the Case Action Summary which could not be located. All requirements of the court have been met; therefore, the **CASE is CLOSED.**

If the court can be of any further assistance, please contact us at 251-208-7055.

Sincerely,

Aleshaia Wiggins

Aleshaia Wiggins
Office Assistant I

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA

ATW 12-31-2024

MOBILE
ALABAMA

December 31, 2024

Re: Alexander Jamar Austin
DOE

To Whom It May Concern:

Mobile Municipal Court record shows dispositions as follows for the following cases:

Case #:	Offense:	Offense Date:	Arrest Date:
T01148074/ N3382386	**No insurance**	**10/21/2011**	**4/6/2013**

Disposition: Nolle Prossed – 9/5/2013

Mobile Municipal Court's record for the above case number shows a disposition of **Nolle Prossed** as of **September 5, 2013.** The defendant was not ordered to pay court cost and fines. This letter is to replace the Case Action Summary which could not be located. All requirements of the court have been met; therefore, the **CASE is CLOSED.**

If the court can be of any further assistance, please contact us at 251-208-7055.

Sincerely,

Aleshaia Wiggins

Aleshaia Wiggins
Office Assistant I

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA

AVW 12-31-2024

MOBILE
ALABAMA

December 31, 2024

Re: Alexander Jamar Austin
DOB

To Whom It May Concern:

Mobile Municipal Court record shows dispositions as follows for the following cases:

Case #:	Offense:	Offense Date:	Arrest Date:
T00962930/ N2896191	No insurance	12/14/2009	6/12/2010

Disposition: Guilty– 7/19/2010

Mobile Municipal Court's record for the above case number shows a disposition of **Guilty** as of **July 19, 2010.** The defendant was ordered to pay court cost and fines. This letter is to replace the Case Action Summary which could not be located. All requirements of the court have been met; therefore, the **CASE is CLOSED.**

If the court can be of any further assistance, please contact us at 251-208-7055.

Sincerely,

Aleshaia Wiggins

Aleshaia Wiggins
Office Assistant I

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA

AVW 12-31-2024

CASE ACTION SUMMARY

==========

213040092001 Case Number MC-20-13002284

Defendant (Name)
ALEXANDER JAMAR AUSTIN

Sex Race --- DOB --- Trial Date
M B 04082013
SSN:

Charge: NO PISTOL PERMIT
Arrest Date -- Arresting Officer
04/06/2013 KEVIN ROY KELLEY - 14056

Employer:

Complainant: KEVIN ROY KELLEY - 14056

Date Committed -- Date Released

Witnesses

Bond Amt -- Atty For Defendant
$ 1000
Sureties M Payne 8/13/13

BENCH NOTES:

On 8/13/13 (date) the defendant appears in open court in person and pleads ✓ guilty. After hearing the evidence it is the judgement of the court that defendant is ✓ guilty and is fined 100 together with 206 costs, and sentenced to _____ days in city jail. 7 BENO

Additional orders

FORFEIT WARRAN

Judge - Municipal Court

FEE SHEET

SUMMARY

Fine $
Costs
Fair Trial Tax
Peace Officer's Annuity Fund
Other

Bond Forfeiture
Total $

TIME SERVED

days at $ per day

APPEAL RECORDS

Circuit Court Number
Date of Appeal
Amount of Bond
Bondsmen
Orders of the Circuit Court

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA
AVW 12-31-2024

CASH PAYMENT

Date	Receipt Number	Amount	
9-10-13	#2435505	100.00	10-9-13 BA
9/8/13	#2441836	99	11-6-13
12-4-13	#2447129	100	12-4-13

COMPLAINT

Warrant Number: 213040092001 Case Number: MC-20-13002284

THE STATE OF ALABAMA
MOBILE COUNTY

IN THE MUNICIPAL COURT OF MOBILE

CITY OF MOBILE v. ALEXANDER JAMAR AUSTIN

Before me, Judge/Magistrate of the Municipal Court Of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that he/she has probable cause for believing and does believe that ALEXANDER JAMAR AUSTIN , whose name is otherwise unknown to complainant, did, on or about April 6, 2013 , within 12 months of the commencement of this action, commit the offense of NO PISTOL PERMIT within the City of Mobile, or the Police Jurisdiction thereof, in that he/she did:

CARRY A PISTOL CONCEALED ON OR ABOUT HIS/HER PERSON, NOT ON HIS OWN PREMISES, NOR IN HIS/HER OWN ABODE OR FIXED PLACE OF BUSINESS WITHOUT A LICENSE THEREFOR OR CARRY A PISTOL IN A VEHICLE WITHOUT A LICENSE THEREFOR, IN THAT HE/SHE DID:

POSSESS A HANDGUN WITHOUT HAVING A PERMIT TO CARRY,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-11-73 , Code of Alabama 1975, previously duly adopted , effective and in full force at the time the offense was committed.

Sworn to and subscribed before me
THIS 06th DAY OF April, 2013

Magistrate

Complainant
KEVIN ROY KELLEY - 14056
Field Operations

WITNESSES

MUNICIPAL COURT OF MOBILE, AL Revised 04/04/2017	**CASE ACTION SUMMARY**	Case Number: CL063655 Docket Number: C022001659

Defendant Name and Address:	Sex:	Race:	Date of Birth:	Court Date:
ALEXANDER JAMAR AUSTIN	MALE	BLACK		

Driver's License Number and State:

Offense Date:	Arresting Officer:
September 7, 2021	JORGE CHIANG

Complainant:	Bond Amount:	Attorney of Defendant:
JORGE CHIANG	500.00	WAIVER SIGNED.

Charge:	Sureties:
ASSAULT 3RD	

On 6/17/2022 the Defendant appears in open court in and pleads Not Guilty. After hearing the evidence on 8/2/2022, it is the judgment of the court that defendant is Not Guilty.

On this date: 8/2/2022

Corrine L. Davis

Judge / Municipal Clerk RP

Appeal Record
Date of Appeal
Amount of Bond
Bondsmen

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA

Corrine L. Davis

AVW 12-31-2024

Mobile Municipal Court
City of Mobile

State of Alabama Unified Judicial System Form MC -38 Rev 6/89	**COMPLAINT**	PD Case Number: 221-09-0972 Case Number:

CWCOMP [redacted]

THE STATE OF ALABAMA — IN THE MUNICIPAL COURT OF

Mobile COUNTY — Mobile

CITY OF Mobile vs. ALEXANDER JAMAR AUSTIN
Defendant

Before me, Magistrate of the Municipal Court of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that she has probable cause for believing and does believe that ALEXANDER JAMAR AUSTIN, whose name is otherwise unknown to complainant, did, on or about 9/07/2021, within 12 months of the commencement of this action, commit the offense of ASSAULT 3RD, 13A-6-22 within the City/Town of Mobile, or the Police Jurisdiction thereof, in that he did:

with intent to cause physical injury to another person, he causes physical injury to any person,

On September 7, 2021 the defendant, Alexander Austin, punched the complainant, Ju'Nea Scott, in the face, arm and back causing the complainant to fall down stairs bruising the complainant's arm,

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-6-22, Code of Alabama 1975, previously duly adopted, effective and in full force at the time the offense was committed.

Sworn to and subscribed before me this
the 9th day of September, 2021

Complainant
SCOTT, JU'NEA CHALESE

Magistrate

MOBILE MUNICIPAL COURT - JUDGES ORDER

JUDGESORDER *SSInxCTCitation%JUDGesorder%CL063656%01%*

Municipal Clerk - CB

DEFENDANT: AUSTIN, ALEXANDER JAMAR	DO RACE: BLACK SEX: MALE AGE @ TIME OF OFFENSE: 34
DOCKET NO: C022001660 CITATION NO: CL063656	OFFENSE: CRIMINAL MISCHIEF 2ND ORIGINAL OFFENSE: CRIMINAL MISCHIEF 2ND STATUTE: 13A-7-22 [] AMEND TO:
CURRENT: REVOCATION HEARING 3/03/2023 8:00 AM COURTROOM C ALT 1: SUPERVISED PROBATION 2/09/2023 8:00 AM ALT 2: 0:00 AM	DATE OF VIOLATION: 9/07/2021 PD CASE NO: 2210900872 OFFICER: CHIANG, JORGE
FINE: 0.00 COST/FEES: 272.00	ATTORNEY: WAIVER SIGNED PRO SE: [] BONDSMAN:
PAID: 272.00	BOND POSTED: 0.00
RESTITUTION DUE: 0.00 TOTAL DUE: 0.00	PLEA: NOT GUILTY PLEA DATE: 6/17/2022 CONVICTION DATE: 8/02/2022

COMPLAINANT: JORGE CHIANG
WITNESSES:
JU'NEA CHALESE SCOTT

[] AD GU [] PLED GU [] PLED NG [] ADJ NG	[] YOUTHFUL OFFENDER [] GRANTED [] DENIED
[] RESTITUTION $ _	[] STIPULATED TO A PRIMA FACIE CASE
[] FINE $ [] COST [] FEES [] $200 INITIAL PAYMENT [] $50.00 PER MONTH	[] DELAYED PROSECUTION _ [] MONTH(S) []YEAR(S) [] TO BE PAID IN FULL WITHIN 90 DAYS
[] REMIT [] COST [] FINES [] FEES [] CASE DISMISSED [] WITH COST [X] CLOSE CASE [] CASE NOLLE PROSSED [] WITH COST [] DISCHARGE NO SWORN COMPLAINT	[] TRAFFIC SCHOOL [] GUN CLASS [] __ DAYS JAIL [] SUSP [] __ TO SERVE [] __ DAYS CTS [] CRO EVALUATION [] PROBATION COMPLETE/CLOSE [] PROBATION CRO [] ___ MONTHS [] YEARS
[] CSERVICE HOURS [] HLWOC HOURS [] DELINQUENCY	[] PROBATION CITY [] ___ MONTHS [] REVOKED [] INFORMAL PROBATION __ MONTH(S)
[] ADMINISTRATIVE [] 30 DAYS [] 60 DAYS [] 90 DAYS	[] ITP [] END [] BATT INTERVENT [] ANGER MGT [] THEFT
[] SET/RESET FOR TRIAL [] SET/RESET ARRAIGNMENT	[] NO CONTACT ORDER [] DNR [] DUI SCHOOL [] VIP [] INTERLOCK ORDERED
[] RESET FOR HEARING/DISPO [] SET FOR ADJUDICATION/REVOCATION [] APPEAL $ _ [] CASH BOND [] SURETY [] OB	[] ALIAS/CAPIAS $ [] NO ADD ON [] WDA [] CONCURRENT W/ [] CONSECUTIVE TO [] $ _ [] CASH BOND OR __ DAYS TO SERVE [] SURETY [] OB

DATE: 3/02/2023 JUDGE'S SIGNATURE: Carmen L. Adams

COMMENTS/NOTES:

DEF IN COURT
CITY PROBATION WITHDRAWS MTR
CASE CLOSED

THIS IS TO CERTIFY THAT THIS IS A TRUE COPY OF THE OFFICIAL COURT RECORD ON FILE IN THE OFFICE OF THE MUNICIPAL COURT OF THE CITY OF MOBILE, ALABAMA

Carmen L. Adams

AVW 12-31-2024

Mobile Municipal Court
City of Mobile

State of Alabama United Judicial System Form MC -3B Rev 6/89	**COMPLAINT**	PD Case Number: 221-09-0872 Case Number:

CWCOMP [redacted]

THE STATE OF ALABAMA
Mobile COUNTY

IN THE MUNICIPAL COURT OF
Mobile

CITY OF Mobile vs. ALEXANDER JAMAR AUSTIN
Defendant
DC

Before me, Magistrate of the Municipal Court of Mobile, personally appeared this day the undersigned complainant who, upon first being duly sworn, states on oath that she has probable cause for believing and does believe that ALEXANDER JAMAR AUSTIN, whose name is otherwise unknown to complainant, did, on or about 9/07/2021, within 12 months of the commencement of this action, commit the offense of CRIMINAL MISCHIEF 2ND, 13A-7-22 within the City/Town of Mobile, or the Police Jurisdiction thereof, in that he did:

with intent to damage property, and having no right to do so or any reasonable ground to believe that he has such a right, he inflicts damages to property in an amount which exceeds five hundred dollars ($500) but does not exceed two thousand five hundred dollars ($2,500).

On September 7, 2021 the defendant, Alexander Austin, threw the complainant, Ju'Nea Scott, IPhone 11 on the ground and stepped on it causing damages to the complainant phone which exceed $500.00 but does not exceed $2,500.00.

in violation of Ordinance Number/Section 39-1, which embraces Section 13A-7-22, Code of Alabama 1975, previously duly adopted, effective and in full force at the time the offense was committed.

Sworn to and subscribed before me this
the 9th day of September, 2021

Complainant
SCOTT, JU'NEA CHALESE

Ju'Nea Scott

Ashlee Malone
Magistrate

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   BIG A's Bando Brunch Bar & Grill LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Alexander J Austin

   Street (**no PO Boxes**) address of registered office (must be located in Alabama): _____

   326 Azalea Rd Mobile, AL 36609

   *COUNTY of above address: MOBILE

   Mailing address in Alabama of registered office (if different from street address): _____

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-159-380 DLL

Date	10/21/2024
Time	12:54:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 10 / 21 / 2024 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 12 : 54 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 21 / 2024
Date (MM/DD/YYYY)

Alexander Austin
Signature as required by 10A-5A-2.04

Owner
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

BIG A's Bando Brunch Bar & Grill LLC

This name reservation is for the exclusive use of Alexander Austin, 326 Azalea Rd, Mobile, AL 36609 for a period of one year beginning October 21, 2024 and expiring October 21, 2025

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 21, 2024

Date

Wes Allen **Secretary of State**

RES183332

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

BIG A'S BANDO BRUNCH BAR & GRILL LLC
326 AZALEA RD
MOBILE, AL 36609-1969

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DA
SLS	R012288452	11/1/2024	12/31/202

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

NAICS CODE: 722320

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Derrick Coleman
Deputy Commissioner

MOBILE COUNTY HEALTH DEPARTMENT
FOOD SERVICE ESTABLISHMENT INSPECTION REPORT
ALABAMA DEPARTMENT OF PUBLIC HEALTH (251) 690-8116

SCORE 97

LEGAL NOTICE TO THE OWNER OR MANAGER: You are respectfully notified of such violations of the Alabama State Board of Health Rules for Food Establishment Sanitation as are indicated by a circle in the Inspection Report. This report constitutes an official notice to comply with Chapter 420-3-22 of the aforesaid Rules within a period of _____ days. Failure to comply with this notice may result in cessation of food service food store operations. PRIORITY (*) AND PRIORITY FOUNDATION ITEMS REQUIRE IMMEDIATE ACTION.

ESTABLISHMENT NAME: Big A's Brando Brunch Bar and Grill
OWNER OR MANAGER NAME: Big A's Fine Foods & Catering LLC
ADDRESS: 326 Azalea Road Mobile AL
ZIP CODE: 36609

PERMIT NUMBER	MONTH	DAY	YEAR	TIME IN	TIME OUT	TYPE OF INSPECTION
028508	01	17	2024	1345		☑1. REGULAR ☐2. SPECIAL ☐3. TEMPORARY ☐4. CLOSE-OUT

GRID	INSP #	PRIORITY CATEGORY	PERMITTED	SMOKE FREE	GREASE TRAP LID SECURE	LEGAL NOTICE	NO. OF P/PF ITEMS
P305	39	3	YES NO	(YES) NO	(YES) NO N/A	YES NO	

MANAGEMENT AND PERSONNEL

1*	Personnel with infections restricted, excluded. Hands clean, properly washed. Bare hand contact. Commissary used.	5
2	Assignment of Person in Charge. Approved course. Nails. Authorized personnel. Food/Beverage Handler Card.	4
3	No discharges from eyes, nose, mouth. No eating, drinking, tobacco use. Clean clothes; Hair restraints. Other.	2
4	Properly posted: permit, report, other.	1

FOOD

S/S Exp 2025

5*	Safe; Source; Not adulterated; Food separated, protected from contamination. Tasting. Returned, reservice of food. Disposition.	5
6*	Time/Temperature Control for Safety (TCS) food meets temperature requirements during receiving, cooking, hot holding, cooling. Pasteurized eggs used if required. Non-Continuous Cooking (NCC).	5
7*	TCS food meets temperature requirements during cold holding. Time as a public health control. Compliance with approved plan. Juice.	5
8	Condition. Segregation. Handling. Receiving frozen foods. Date marking. Required documentation: ROP, Variance, HACCP, NCC, other.	4
9	Methods: cooling, facilities, plant food cooking.	4
10	Consumer advisory. Juice warning; Allergen label. Shellstock tags; Records.	4
11	Properly labeled; Original container. Code date limits. C.O.O.L. requirements: Catfish; Seafood.	1
12	Approved procedures: thawing, cooking, other.	1
13	Food contamination prevented during storage, preparation, other.	1
14	In use, between use, food/ice dispensing utensils properly stored.	1

EQUIPMENT, UTENSILS, AND LINENS

15*	Equipment; food contact surfaces (non-cooking); Cleaned; Sanitized. Sanitization: temperature, concentration, time.	5
16	Food contact surfaces: Cleanability; Clean to sight & touch. Food thermometers: provided, accurate. Warewashing facilities: designed, irreversible registering temperature indicator, and chemical test papers.	4
17	Cooking surfaces, non-food contact surfaces: clean. Frequency; Methods.	1
(18)	Food (ice), Non-food contact surfaces: equipment, constructed, cleanable, installed, located. Thermometers: cold and hot holding units.	(1)
19	Warewashing facilities: constructed, maintained, installed, located, operated. Thermometers: dish machine units.	1
20	Linens properly: stored, dried, handled. Laundry facilities used.	1
21	Wiping cloths: clean, use limitations, stored.	1
22	Clean equipment, utensils: stored, handled, dried.	1
23	Single service articles: stored, dispensed, wrapped, use limitation.	1

WATER, PLUMBING, AND WASTE

24*	Water: source, quality. System: approved.	5
25*	Sewage, grease disposal: system approved; Flushed.	5
26*	Cross connection; Back siphonage; Backflow.	5
27	Water: pressure, capacity, sampling. Alternative water supply. Handwashing facilities: number, location, accessible, soap, towels/drying devices. Toilet tissue.	4
28	Plumbing fixtures clean, designed, operated, maintained. Service sink provided. Handwashing signage. Toilet rooms constructed. Toilets: number, location. Other liquid wastes properly disposed.	1
29	Refuse, recyclables, and returnables. Outdoor/Indoor storage area approved. Receptacles: provided, covered. Approved refuse disposal method.	1

PHYSICAL FACILITIES

30	Food contamination from cleaning equipment prevented.	4
31	Presence of insects, rodents, other pests. Animals prohibited.	4
32	Pests control methods approved, used. Pest control devices serviced as required. Non-toxic tracking powder.	1
33	Maintaining premises free of litter and unnecessary items, harborage.	1
(34)	Floors, walls, ceilings, attached equipment: clean. Outer openings protected. Surface characteristics, indoor, outdoor: maintained. Cleaning frequency, dustless methods. Absorbent floor materials properly used.	(2)
35	Lighting; Ventilation: adequate. Ventilation system (filters): clean, operated. Lights shielded.	1
36	Dressing rooms provided. Employee designated areas properly located. Living /sleeping quarters separation.	1
37	Cleaning, maintenance tools properly stored.	1

POISONOUS OR TOXIC MATERIALS

38*	Toxic or poisonous items; Medicines; First aid materials: stored, labeled, used. Other personal care items: stored, labeled. Toxic or poisonous materials separation.	5

INSPECTED BY:
Name: [signature]

RECEIVED BY:
Name: [signature]
Title: Owner

REMARKS: Seal / Caulk openings / Gaps @ Floor - Base Molding / Floor - Bar Area
Install Splashguards on the ... Bar Area & Beverage Area

City of Mobile Fire Inspection - Approved 11/13/23

Ok-for-Business License / Ok-to-Operate / Ok ... Liquor License

MOBILE COUNTY HEALTH DEPARTMENT

Food Permit

NUMBER 028508

Big A's Bando Brunch Bar and Grill
326 Azalea Road
Mobile AL 36609

AS MAINTAINED AND OPERATED BY

Big A's Bando Brunchh Bar & Grill LLC
326 Azalea Road
Mobile AL 36609

IS HEREBY PERMITTED FOR 2024 - 2025 OPERATING YEAR

AN INSPECTION BY AN AUTHORIZED REPRESENTATIVE OF THE HEALTH DEPARTMENT HAS DETERMINED REASONABLE COMPLIANCE WITH THE APPLICABLE ALABAMA DEPARTMENT OF PUBLIC HEALTH RULES PURSUANT TO ALABAMA LAW. THIS PERMIT IS NOT TRANSFERABLE AND IS VALID UNTIL THE EXPIRATION DATE UNLESS SUSPENDED OR REVOKED. IT SHALL BE CONSPICUOUSLY POSTED IN THE PREMISES FOR WHICH ISSUED.

Mobile County Health Department

KEVIN PHILIP MICHAELS, MD, MPH, FACOEM
Health Officer

DATE ISSUED 1/9/2025

EXPIRATION DATE 9/30/2025

DISPLAY FOR PUBLIC VIEW. NOT TRANSFERABLE

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535) or this should be included on your deed and/or lease paperwork

326 Azalea Road
Mobile, AL 36609

Ownership Type	Company Name

The above described property is ☐ Owned ☑ Leased to/by Big A's Bando Brunch Bar + Grill LLC

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 11th day of February 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Katlyn Lumpkin	Katlyn Lumpkin	8.13.28

Notary Stamp

KATLYN LUMPKIN
My Commission Expires
August 13, 2028

Owner of Property (Print Name)	Applicant Name (Print Name)
John White-Spunner	Alexander Austin
Owner of Property (Signature)	Applicant Name (Signature)
	Alexander Austin
Street Address	Street Address
3201 Dauphin St Ste A	
City, State, Zip	
Mobile, AL 36606	
Date Agreement Signed	
2.11.25	2-11-25

Revision Date 10.23.2023

WSR
White-Spunner Realty, Inc.
3201 Dauphin Street, Suite A
Mobile, AL 36606-4057

COMMERCIAL LEASE

This commercial lease ("Lease") is made and entered into on this the ___ day of _____ 2024 ("Effective Date") by and between Azalea South, LLC, an Alabama limited liability company, (herein called "Landlord") and BIG A's Bando Brunch Bar & Grill LLC (herein called "Tenant").

WITNESSETH

ARTICLE I
GRANT AND TERM

Section 1.01. Leased Premises.

In consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of Tenant to be observed and performed, Landlord demises and leases to Tenant, and Tenant rents from Landlord, those certain premises located at 326 Azalea Road containing approximately 3,600 square feet (the "Leased Premises") located in the shopping center known as Azalea Village Shopping Center (herein called the "Shopping Center"), in the City of Mobile, State of Alabama, and Zip Code 36609. The boundaries, location and dimensions of the Leased Premises are highlighted in red on the site plan which is attached hereto as Exhibit A and made a part hereof.

Section 1.02. Use of Additional Areas.

The use and occupation by Tenant of the Leased Premises shall include the use in common with others entitled thereto of the common areas, employees' parking areas, service roads, loading facilities, sidewalks and customer car parking areas, shown and depicted on Exhibit A and other facilities as may be designated from time to time by the Landlord, subject however on the terms and conditions of this Lease and to reasonable rules and regulations for the use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Commencement.

The term of this Lease shall be for *Three (3)* years commencing on November 1, 2024 ("Rent Commencement Date") and expiring on January 31, 2027 ("Lease Term"). *Tenant shall have Four (4) months of rent abatement, making monthly rental payments due beginning* February 1, 2025 Notwithstanding that fact that the Lease Term and minimum rent commences on the Rent Commencement Date, this Lease shall be binding and inure to the benefit of Landlord and Tenant beginning on the Effective Date, and all obligations contained herein shall become effective on the Effective Date. Tenant's entry upon the Leased Premises for the installation of Tenant's stock in trade and trade fixtures, (when Landlord grants such permission) and prior to said Rent Commencement Date, shall not be deemed an opening for business to the public and shall not be permitted until Tenant has provided Landlord with proof of the insurance Tenant is required to maintain under this Lease.

Section 1.04. Failure of Tenant to Open.

In the event that Landlord notifies Tenant that the Leased Premises are ready for occupancy as herein defined and Tenant fails to take possession and to open the Leased Premises for business fully fixtured, stocked and staffed within the time herein provided, then Landlord shall have, in addition to any and all remedies herein provided, the right to collect the minimum rent herein provided, for each and every day that Tenant shall fail to commence to do business as herein provided. In addition, if Tenant shall have failed to open the Leased Premises for business at the conclusion of one hundred twenty (120) days following the Effective Date, then Landlord may, at

[1] If a date for the Rent Commencement Date is not filled in the blank provided above, the Rent Commencement Date shall be the Effective Date.

IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed this as of the Effective Date and executed in multiple originals being attached and made a part hereof.

LANDLORD:

AZALEA SOUTH, LLC
An Alabama limited liability company

Witness:

_____

By: _____
Ben C. Stimpson, Jr.
Its: Authorized Manager/Member

STATE OF ALABAMA)

MOBILE COUNTY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Ben C Stimpson, Jr, whose name as Authorized Manager/Member of Azalea South, LLC an Alabama limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 1 day of _____ 2024.

_____
Notary Public for the State of Alabama At Large

My Commission Expires: 8-13-28

KATLYN LURPHEN
My Commission Expires
August 13, 2028

Signature Page to Lease

LANDLORD:

AZALEA SOUTH, LLC
An Alabama limited liability company

Witness:

_____

By: _____
DocuSigned by:
John White-Spunner
Its: Authorized Manager/Member

STATE OF ALABAMA)

MOBILE COUNTY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that John White-Spunner whose name as Authorized Manager/Member of Azalea South, LLC an Alabama limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 1 day of _____ 2024.

Notary Public for the State of Alabama At Large

My Commission Expires: 8-13-28

TENANT:

BIG A's Bando Brunch Bar & Grill LLC
An Alabama limited liability company

Witness: _____

By: _____
Alexander Austin
Its Authorized Manager/Member

STATE OF ALABAMA)

MOBILE COUNTY)

I, the undersigned, Notary Public, in and for said County in said State, hereby certify that Alexander Austin whose name as Authorized Manager/Member of BIG A's Bando Brunch Bar & Grill LLC an Alabama limited liability company is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she as such member and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this the 31 day of _____ 2024.

_____
Notary Public for the State of Alabama At Large

My Commission Expires: 8-13-28

KATLYN LURAPKIN
My Commission Expires
August 13, 2028

Signature Page to Lease

APPENDIX

RULES AND REGULATIONS

TENANT AGREES AS FOLLOWS:

(1) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purposes by Landlord.

(2) The delivery or shipping of merchandise, supplies, and fixtures to and from the Leased Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the proper operation of the Leased Premises or Shopping Center.

(3) All garbage and refuse shall be kept in the kind of container specified by Landlord and shall be placed outside of the premises prepared for collection in the manner and at the times and place specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use same at Tenant's cost. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish.

(4) No radio or television or other similar device shall be installed without first obtaining in each instance Landlord's consent in writing. No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance obtaining the written consent of Landlord. Any aerial so installed without such written consent shall be subject to removal without notice of same at any time.

(5) No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the prior written consent of Landlord.

(6) If the Leased Premises are equipped with heating facilities separate from those in the remainder of the Shopping Center, Tenant shall keep the Leased Premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.

(7) The outside areas immediately adjoining the premises shall be kept clean and free from snow, ice, dirt and rubbish by Tenant to the satisfaction of Landlord, and Tenant shall not place or permit any obstructions or merchandise in such areas.

(8) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall, have caused it.

(9) Tenant shall not burn any trash or garbage of any kind in or about the Leased Premises, the Shopping Center, or within 1,000 feet of the outside property lines of the Shopping Center.

(10) No smoking is allowed in the premises at any time.

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Transfer - License?	Description/Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☐ New Owner ☐ Location Change	☐ No ☐ Yes Relocation Date	☐ Convenience/Grocery Store ☐ Hotel ☐ Lounge/Bar ☐ Package Store ☐ Restaurant ☐ Other

License Type Applied for with AL ABC Board (***MUST*** match with ABC Board) - check ALL that apply

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☑ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Business Name	Trade Name (DBA)
Big A's Bando Brunch Bar + Grill LLC	Big A's Bando Brunch Bar + Grill

Company Physical Address (Street Address, Suite #)	City	State	Zip Code
326 Azalea Rd	Mobile	Al	36609

Business Contact Person Information

Name	Title	Phone	Email
Alexander Austin	Owner		AFineFoods51@outlook.com

URBAN DEVELOPMENT DEPARTMENT USE ONLY

Building Sq Footage	Parking Provided	Parking Required	Compliance	Zoning	Approved
3600	12+	12	✓	B-2	✓

Comments

EXISTING RESTAURANT SITE

Print Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	3-20-2025

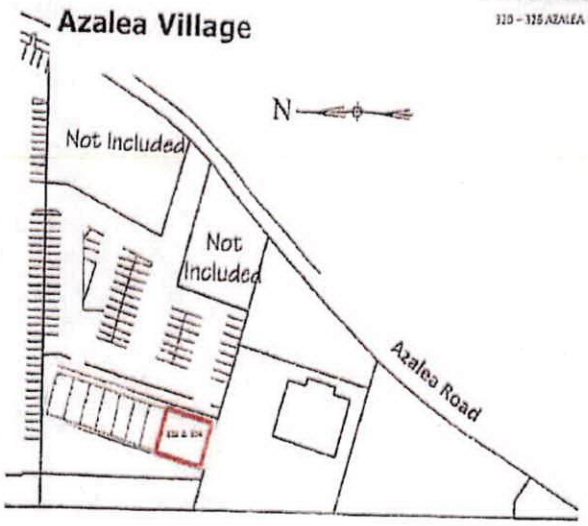
Revision Date 10.23.2023

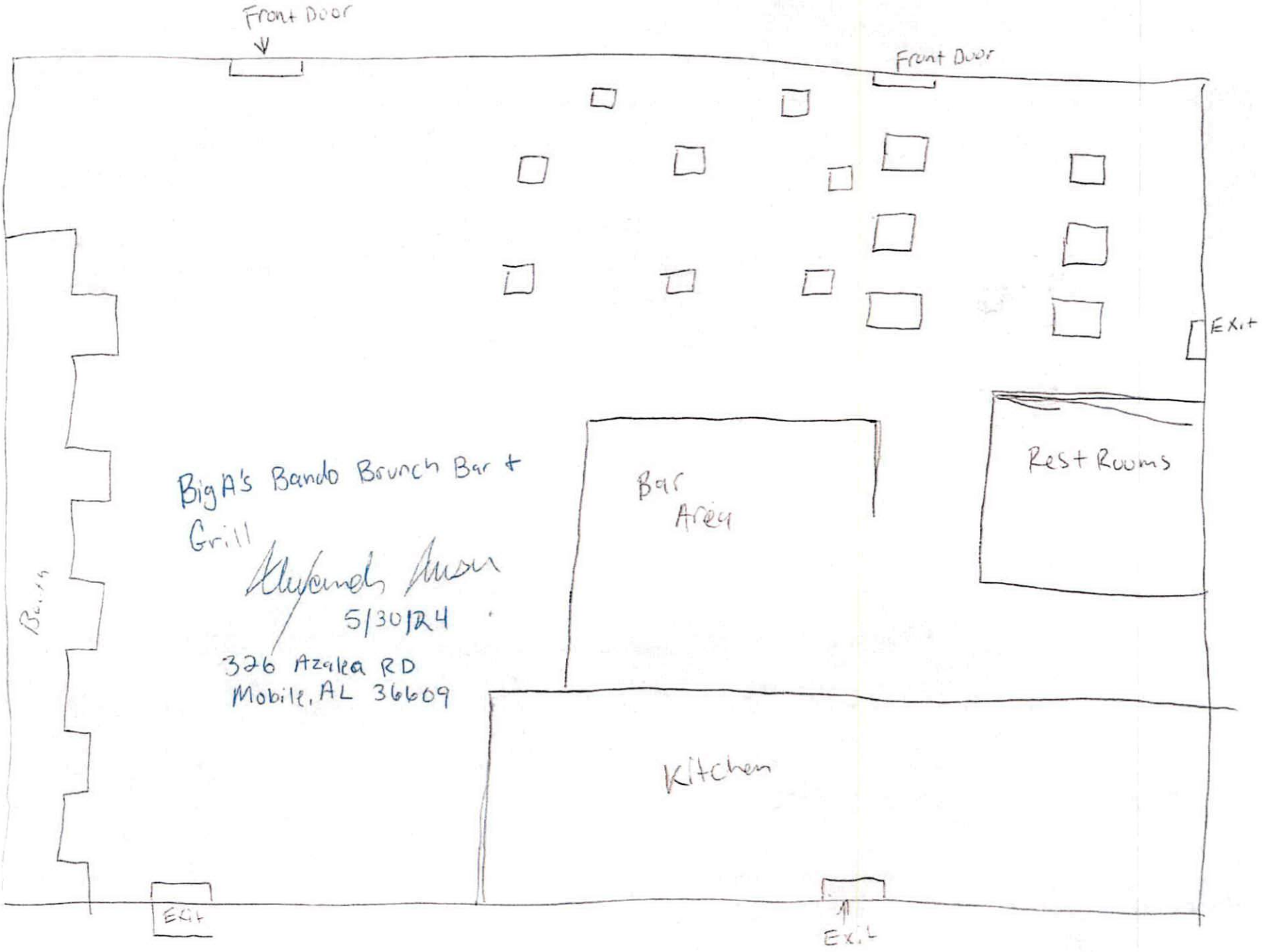
| Planning and Zoning

Exhibit "A"

WSR
WHITE-SPUNNER
REALTY

315 – 325 AZALEA ROAD, MOBILE, AL 36609




Front Door
Front Door
Exit
Rest Rooms
Bar Area
Big A's Bando Brunch Bar + Grill
5/30/24
326 Azalea RD
Mobile, AL 36609
Kitchen
Exit
Exit

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-151707-2025
Issue Date: 03/19/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022807262000002.002.	326 Azalea Rd	

Business Name	Issued To	Zoning Districts
BIG A'S BANDO BRUNCH BAR & GRILL LLC	Name: ALEXANDER AUSTIN Company: BIG A'S BANDO BRUNCH BAR GRILL Address: 326 Azalea Rd Mobile, AL 36609 Phone: (251) 422-6715	B-2

This Zoning Classification Allows the property to be used for:
RESTAURANT

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Payton Rogers

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Mamas_liquor

REVIEWERS:

Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Councilmember Joel Daves

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the following application to the Alabama Alcoholic Beverage Control Board of the State of Alabama, is hereby recommended for grant of such license by said Board.

Type of application:	Restaurant Retail Liquor License
Submitted by:	Mamas Hospitality, LLC
Location:	Holiday Inn Mobile Airport 3630 Springhill Memorial Drive South Mobile, AL 36608

Adopted:

_____
City Clerk

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
DISTRICT 5
JOSH WOODS
DISTRICT 6

CITY CLERK
LISA C. LAMBERT

OFFICE OF THE CITY COUNCIL

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2025	TRANSFER - OWNERSHIP	2025 - 5720	130966	5	April 1, 2025

NOTE: If this letter is altered, or changed in any way, it will not be accepted by the Alabama Alcoholic Beverage Control Board

Alabama Alcoholic Beverage Control Board
PO Box 1151 Montgomery AL 36101

Gentleman,
The City Council of the City of Mobile does hereby consent to the applicant referenced below, which is located within the City's corporate limits, to the issuance of:

License Type(s)
020 - RESTAURANT RETAIL LIQUOR

Legal Business Name
MAMAS HOSPITALITY LLC

Trade Name (DBA)
HOLIDAY INN MOBILE AIRPORT

Location Address
3630 SPRINGHILL MEMORIAL DRIVE SOUTH

City, State, Zip Code
MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

COUNCIL MEMBERS
C.J. SMALL
PRESIDENT - DISTRICT 3
GINA GREGORY
VICE PRESIDENT - DISTRICT 7
CORY PENN
DISTRICT 1
WILLIAM CARROLL
DISTRICT 2
BEN REYNOLDS
DISTRICT 4
JOEL DAVES
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JOSH WOODS
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LISA C. LAMBERT

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PO Box 1151 Montgomery AL 36101

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Legal Business Name
MAMAS HOSPITALITY LLC

Trade Name (DBA)
HOLIDAY INN MOBILE AIRPORT

Location Address
3630 SPRINGHILL MEMORIAL DRIVE SOUTH

City, State, Zip Code
MOBILE AL 36608

Comments

Yours Very Truly,

Mobile City Council President

Applicant/POA Signature

Date

P.O. BOX 1827 • MOBILE, ALABAMA 36633-1827 • PHONE (251) 208-7411 • FAX (251) 208-7482

BUILD MOBILE
PLANNING AND ZONING DEPARTMENT

MEMORANDUM

To: **Lana Pafenbach-Gauthier**

From: **Logan Anderson**
Principal Planner H. Logan Anderson

Date: **March 20, 2025**

Re: **Application # 5720 / 3630 Springhill Memorial Dr. S.**

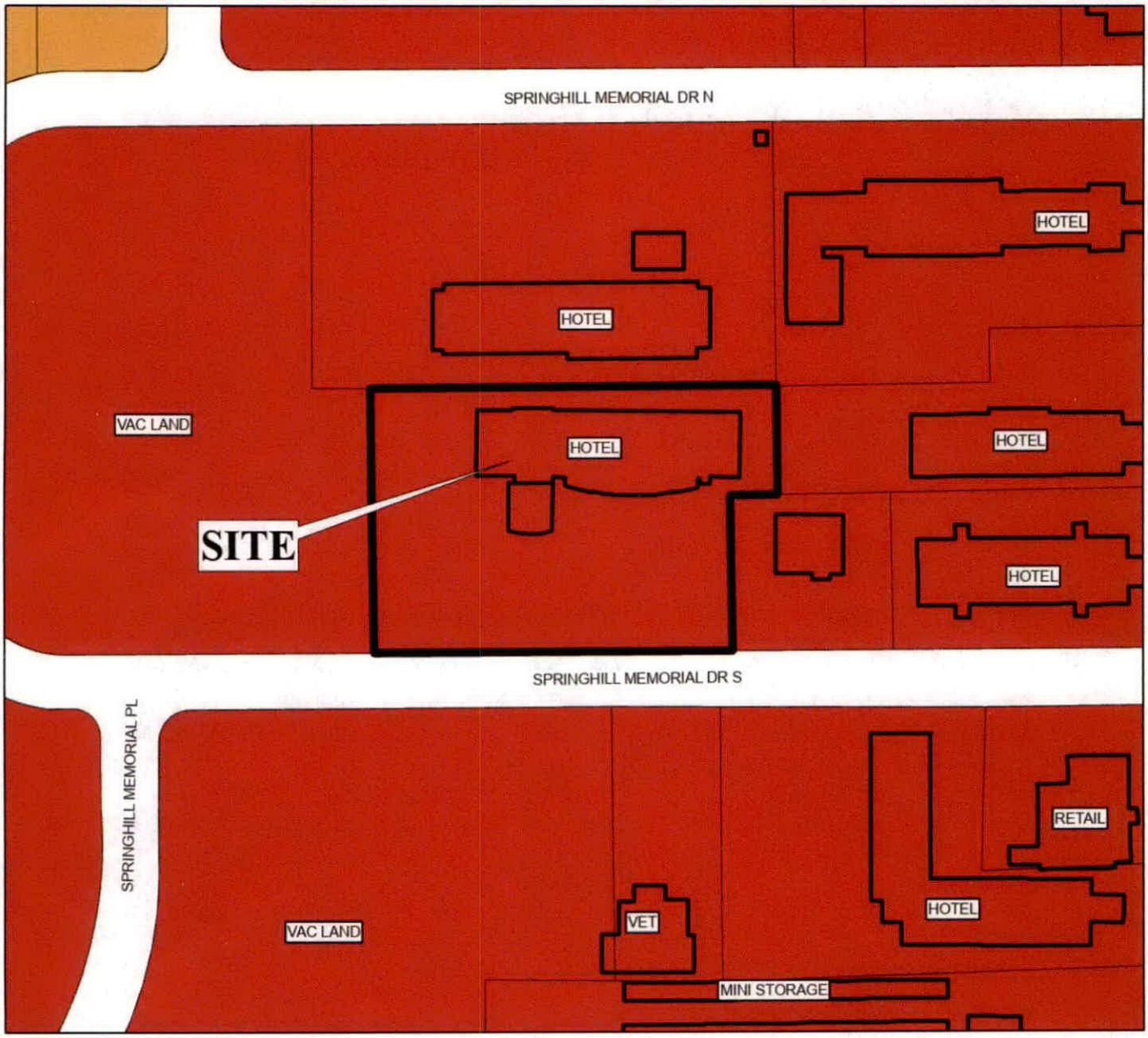
Attached please find a land use and zoning vicinity map for the above referenced application. The site is zoned B-3. This is to advise that a hotel restaurant and lounge with retail liquor sales is a permitted use in this zoning district.

Based on the plan submitted, the site meets the parking requirements of the Unified Development Code.

If I can be of further assistance, please do not hesitate to contact me.

The site is located in District # 5, Joel Daves (Council Member).

MOBILE CITY COUNCIL
VICINITY MAP - EXISTING ZONING



APPLICATION NUMBER 5720 DATE 4/1/2025

APPLICANT MAMAS HOSPITALITY LLC

LOCATION 3630 SPINGHILL MEMORIAL DR S

REQUEST ALCOHOLIC BEVERAGE LICENSE

N W E S

NTS

LANDUSE SURVEY CONDUCTED 2010

R-A	R-3	B-1	B-2	B-5	ML	I-2	OPEN	T-3	T-5.2
R-1	R-B	T-B	B-3	CW	MH	PD	SD	T-4	T-6
R-2	H-B	LB-2	B-4	MM	I-1	MUN	SD-WH	T-5.1	

City of Mobile Alcoholic Beverage License Application

TO: City of Mobile City Council

FROM: City of Mobile Revenue Department

RE: Alcoholic Beverage License Request

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2025	TRANSFER - OWNERSHIP	2025 - 5720	130966	5	April 1, 2025

The applicant referenced below has filed an application and provided the required documentation with the City of Mobile Revenue Department for an alcoholic beverage license and is applying to the City of Mobile requesting City Council approval for a state ABC license for sales of alcoholic beverages within the city limits at the physical location address below.

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

MAMAS HOSPITALITY LLC

Trade Name (DBA)

HOLIDAY INN MOBILE AIRPORT

Location Address

3630 SPRINGHILL MEMORIAL DRIVE SOUTH

City, State, Zip Code

MOBILE AL 36608

Contact Person Information

Name	Title	POA	Phone	Email
ASHWANI SHARMA	MEMBER	NO		SHARMAGROUPLLC1@GMAIL.COM

Has any outstanding license and tax issues been addressed and corrected with this business? YES

What is/was the start date of this business? 02/01/2025

The alcohol license will not be issued until two (2) letters of approval, signed by City Council, and a copy of the resolution passed by the City Council are received by the City of Mobile Revenue Department.

R Shawn Skinner

Revenue Department Representative

Letter to City Council

City of Mobile Alcoholic Beverage License Application

Application Date	Application Type	Application Number	License Account #	Council District	Council Agenda Date
03/14/2025	TRANSFER - OWNERSHIP	2025 - 5720	130966	5	April 1, 2025

License Type Applied for with Alabama ABC Board	2nd License Type Applied for with Alabama ABC Board
020 - RESTAURANT RETAIL LIQUOR	

Business Information

Legal Business Name	Trade Name (DBA)
MAMAS HOSPITALITY LLC	HOLIDAY INN MOBILE AIRPORT

Business Structure Type	Incorporation Date	SOS Entity ID	State	County
LLC - LIMITED LIABILITY COMPANY	12/06/2024	001-165-542	AL	

Federal Tax ID (FEIN)	Alabama State Sales Tax ID	Business Phone Number
33-2221673	R012294787	

Physical Address (Street Address, Suite #)	City	State	Zip Code
3630 SPRINGHILL MEMORIAL DRIVE SOUTH	MOBILE	AL	36608

Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Primary Business Activity at the Location Explain (other)	If Location Transfer, Previous Street Address and Zip Code
HOTEL/MOTEL	N/A

Contact Person Information

Name	Title	POA	Phone	Email
ASHWANI SHARMA	MEMBER	NO		HARMAGROUPLLC1@GMAIL.COM

If Transfer of ABC License, Previous Licensee Information

Legal Business Name	Trade Name (DBA)
JAYVIVEK LA LLC	HOLIDAY INN AIRPORT MOBILE

ABC License Type	License Number	Any ABC Pending Actions
020 - RESTAURANT RETAIL LIQUOR	011425349	NO

Land/Building Information

Do you (the applicant) own or lease the property? RENT/LEASE - SIGNED and NOTARIZED LEASE ATTACHED

Property Owner Name and/or Contact Person Name	Property Owner Phone Number	Property Owner Email
SHARMA GROUP LLC		

Property Owner Mailing Address (Street Address, Suite #, PO Box)	City	State	Zip Code

Bldg Square Footage	Bldg Seating Capacity	Restroom Facilities	Patio Area	Structure Type	License Covers
62,110	57	YES	YES	SINGLE STRUCTURE	BOTTOM FLOOR

Do the premises have a fully equipped/operational kitchen?	YES
Is the business used to habitually and principally provide food to the public?	YES
Is the business equipped with services and facilities for on premises consumption?	YES
Will the business be operated primarily as a package store?	NO

Applicant/POA Initials RS POA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
SHARMA, ASHWANI KUMAR	MEMBER		
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
SHARMA, REJESH	MEMBER		
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code
Date of Birth	Place of Birth (City, State, Nation)	Social Security Number	Mobile/Phone Number

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Power of Attorney (POA) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Date of Birth	Driver's License (State, Number)	
SHARMA, RISHAV				
Home Address (Street Address, Apt/Unit #)	City	State	Zip Code	Phone Number

Has anyone, including manager or applicant, had a City of Mobile, Federal/State license suspended, revoked or declined? NO

Has a liquor, wine, malt or brewed beverage license for these premises ever been denied, suspended, surrendered or revoked? NO

Are the applicants named in this application, the only person(s), in any manner, interested in the business sought to be licensed? YES

ABC Application 2

Applicant/POA Initials RS POA

City of Mobile Alcoholic Beverage License Application

Owner(s), Partner(s) or Officer(s) Information — **Copy of Driver's License Must Be Provided for each Person**

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
SHARMA, NAVNEET	MEMBER		
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
1701 18TH STREET PL SE			
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition
NO				

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)
NO			

Full Name (Last, First, Middle)	Title	Driver's License (State, Number)	
N/A			
Home Address (Street Address, Apt/Unit #)	**City**	**State**	**Zip Code**
Date of Birth	**Place of Birth (City, State, Nation)**	**Social Security Number**	**Mobile/Phone Number**

Have you been charged (whether convicted or not) with any law violation(s) in the last ten (10) years?

	If Yes, Law Violation	Arresting Agency	Arrest Date	Disposition

Do you have any existing State of Alabama ABC license(s) with any entity in your name?

	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Additional State of Alabama ABC License(s) not yet listed on Application

Person Name	If Yes, Legal Business Name	Business DBA	Physical Location Address (Street, City, Zip Code)

Applicant/POA Initials RS PoA

City of Mobile Alcoholic Beverage License Application

CERTIFICATION and SIGNATURE

RS The undersigned agree, if a license is used as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in the Code of Alabama, Title 28, and all laws of the State of Alabama and the Codes/Ordinances of the City of Mobile relative to the handling of alcoholic beverages.

RS The undersigned agree, if a license is used as herein requested, further agrees to obey all rules and regulations promulgated by the Board and the Code/Ordinances of the City of Mobile relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officers of the State, County or Municipality in which the licensed premises are located to enter and search with a warrant the licensed premises or any building owned or occupied by him/her in connection with, adjoining, or adjacent thereto, whether connected or not, and whether used by him/her as his/her private dwelling.

RS The undersigned understands that should he or she violate any of the provisions of the Code of Alabama, Title 28, or any of the rules and regulations of the Alcoholic Beverage Control Board, his/her license shall be subject to revocation.

RS The undersigned understands that the City of Mobile reserves the right to file for suspension, revocation or an objection with the Alabama Alcoholic Beverage Control Board to a license renewal for failure to follow the Alcoholic Beverage Control Laws of the State of Alabama and the Codes/Ordinances of the City of Mobile or the creation of a nuisance. The undersigned further understands and agrees that no changes in the manner of operation, nature of owner and no deletion or discontinuance of any services or facilities as described in this application will be allowed with prior written approval of the City of Mobile and the Alabama Alcoholic Beverage Control Board.

RS Applicant for the Alcoholic Beverage license, requested by the forgoing applicant hereby swears or affirms that he/she has read said application and all the statements and facts set forth therein or in supporting documents are true and correct, and that, except as otherwise indicated therein, the applicant is the only person interested in the business for which license is requested.

RS In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

RS Applicant understands that approval from the State of Alabama Alcoholic Beverage Control Board and the City of Mobile is owner and location specific. If the owner(s) named in the application and/or approval change and/or business is relocated to another location from what was applied for, then they must contact the Alabama Alcoholic Beverage Control Board and the City of Mobile for a new approval.

Owner/Applicant/POA Printed Name	Date of Application Signature
Rishav Sharma	3/14/2025
Owner/Applicant/POA Signature	**Title of Person Signing this Application**
RS	POA

Sworn to and subscribed before me this 14th day of March 20 25

Notary Person Printed Name	Notary Person Signature	My Notary Commission Expires
R Shawn Skinner	R Shawn Skinner	November 19 2025

R SHAWN SKINNER
NOTARY PUBLIC
State of Alabama - State at Large
My Commission Expires Nov. 19, 2025

Signature Page

CITY OF MOBILE

REVENUE DEPARTMENT

March 14, 2025

HOLIDAY INN MOBILE AIRPORT

3630 SPRINGHILL MEMORIAL DRIVE SOUTH

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 130966 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2006494	12/2025	ALCOHOL APPLICATION FEE APPLICATION FEE	$50.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$50.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 130966 **LAST 4 FEIN/SSN:** 1673

OWNERSHIP: LLC **STATE ID:** R012294787

ZONING CERT: ZC-148070-2025

LEGAL BUSINESS NAME: HOLIDAY INN MOBILE AIRPORT

PHYSICAL ADDRESS: 3630 SPRINGHILL MEMORIAL DR S MOBILE, AL 36608

MAILING ADDRESS: 1606 W BROADWAY AVE MOSES LAKE, WA 98837

BUSINESS PHONE: 509-771-2752 **CELL PHONE:**

BUSINESS FAX: **START DATE:** 02/18/2025

JURISDICTION: C **TAX CODES:** FOD7 LG4 TID

TERRITORY: T5 **ACCOUNT TYPE:** B

OWNER INFORMATION

NAME	ROLE	OWNER ADDRESS	CITY	STATE	ZIP
MAMAS HOSPITALITY LLC	LLC	3630 SPRINGHILL MEMORIAL DRIVE SOUTH	MOBILE	AL	36608

LICENSE INFORMATION

CODE	CODE TITLE	YEAR
721110	HOTELS/MOTELS/TOURIST CAMP(S)	2025
722111	RESTAURANT-NOT FAST FOOD	2025

TEMPORARY BUSINESS LICENSE
CITY OF MOBILE

EXPIRES 04/30/2025

SIXTY (60) DAY AFFIDAVIT DUE 04/19/2025 ☐ NOT REQUIRED

PAID

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ASHWANI K SHARMA ID: WDL5S6Z5C23B

DATE: 3/14/2025 PoA

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

CITY OF MOBILE
APPLICATION FOR BUSINESS LICENSE AND/OR TAX ACCOUNT

ACCT#: 130966 **LAST 4 FEIN/SSN:** 1673

OWNERSHIP: LLC **STATE ID:** R012294787

ZONING CERT: ZC-148070-2025 **EMPLOYEE ID:** 910518706RS

LEGAL BUSINESS NAME: HOLIDAY INN MOBILE AIRPORT

PHYSICAL ADDRESS: 3630 SPRINGHILL MEMORIAL DR S MOBILE, AL 36608

MAILING ADDRESS: 1606 W BROADWAY AVE MOSES LAKE, WA 98837

BUSINESS PHONE: 509-771-2752 **CELL PHONE:**

START DATE: 02/18/2025

TAX CODES: FOD7 LG4 TID

ACCOUNT TYPE: B

BUSINESS FAX:

JURISDICTION: C

TERRITORY: T5

EMAIL: **#VENDING:** **VEND OWN:**

OWNER INFORMATION

NAME	ROLE	ADDRESS	DL #	SSN	PHONE	DOB
MAMAS HOSPITALITY LLC	LLC	3630 SPRINGHILL MEMORIAL DRIVE SOUTH MOBILE, AL 36608			251-344-7446	

LICENSE INFORMATION

CODE TITLE	YEAR		AMT DUE	AMT PAID
721110 LODGING- HOTELS CITY	2025	SUB TOTAL:	$290.00	$0.00
722111 RESTAURANTS N.E.C. CITY	2025	ISSUE FEE:	$14.00	$0.00
ALCOHOL APPLICATION FEE	2025	ZONING FEE:	$8.00	$0.00
		GRAND TOTAL:	$312.00	$0.00

OUTSTANDING BALANCE DUE: **$312.00**

GROSS RECEIPTS: YES

I CERTIFY I HAVE REVIEWED ALL OF THE INFORMATION CONTAINED HEREIN AS TRUE AND CORRECT AND UNDERSTAND MY LICENSE CAN BE REVOKED FOR ANY FALSE STATEMENT MADE HEREIN.

APPLICANT NAME: ASHWANI K SHARMA **ID:** WDL5S6Z5C23B

DATE: 3/14/2025

SIGNATURE

CITY OF MOBILE REVENUE DEPARTMENT - PO BOX 3065 - MOBILE, AL, 36652-3052

TEMPORARY BUSINESS LICENSE

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-148070-2025
Issue Date: 01/14/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022806244000004.016.	3630 Springhill Memorial Dr S	

Business Name	Issued To	Zoning Districts
Mamas Hospitality LLC	Name: Ashwani Sharma Company: Address: 3630 Springhill Memorial Dr S MOBILE, AL 36608 Phone: (509) 771-2752	B-3

This Zoning Classification Allows the property to be used for:
Hotel Restaurant Bar and Retail

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Payton Rogers

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

CITY OF MOBILE

MOBILE, ALABAMA

IMPORTANT NOTICE
YOU MUST RETURN THIS STATEMENT TO US WITH YOUR 60 DAY GROSS OR YOU WILL BE OPERATING WITHOUT A BUSINESS LICENSE

AFFIDAVIT FOR FIRST 60 DAYS OF BUSINESS

STATE OF ALABAMA
COUNTY OF MOBILE

TO: CITY OF MOBILE REVENUE DIRECTOR

I, RISHAV SHARMA for myself and/or the business operated under the trade name MAMAS HOSPITALITY LLC dba HOLIDAY INN MOBILE AIRPORT located at: 3630 SPRINGHILL MEMORIAL DRIVE SOUTH MOBILE 36608 hereby certify under oath that **the GROSS RECEIPTS** for the first 60 days of business were:

LICENSE CODE #	721110	**GROSS RECEIPTS**	$ _____
LICENSE CODE #	722111	**GROSS RECEIPTS**	$ _____
LICENSE CODE #		**GROSS RECEIPTS**	$ _____
LICENSE CODE #		**GROSS RECEIPTS**	$ _____

I declare under penalty of perjury that the foregoing statement is true and correct.

_____ Declarant's Signature ___/___/_____ Date

Regular penalty will apply if not returned to the Revenue Department on the date shown below. Gross Receipts, Gross Business, Gross Proceeds of Sales means the total volume of business done, without regard to origin, or ultimate destination of the merchandise, or service, or to whom sold.

ACCOUNT NUMBER	TODAY'S DATE	DUE DATE	TERRITORY
130966	03/14/2025	04/19/2025	T5

COMMENTS

GROSS EARNINGS FROM 02/18/2025 **TO** 04/18/2025
BILL NUMBER(S) 2006493
RETURN NO LATER THAN 04/29/2025

COMPLETE AND RETURN TO: City of Mobile Revenue Dept PO BOX 3065 Mobile, AL 36652-3065

IMPORTANT NOTE: Any difference the reader may perceive in the information contained above and the language in the City of Mobile Privilege License Ordinances is inadvertent. In all cases the language in the ordinances will prevail.

Revenue Department – 205 Government St, 2nd Floor South Tower – Mobile, Al 36644 – (251) 208-7462 052LI011

CITY OF MOBILE

REVENUE DEPARTMENT

March 14, 2025

HOLIDAY INN MOBILE AIRPORT

3630 SPRINGHILL MEMORIAL DRIVE SOUTH

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 130966 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2006493	12/2025	LODGING- HOTELS ACCOMMODATION & FOOD SVC	$142.00	$0.00	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$142.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE

REVENUE DEPARTMENT

March 14, 2025

HOLIDAY INN MOBILE AIRPORT

3630 SPRINGHILL MEMORIAL DRIVE SOUTH

MOBILE, AL 36608 USA

ACCOUNT NUMBER: 130966 TERRITORY 5

INVOICE

BILL #	MTH/YR	DESCRIPTION	AMOUNT BILLED	PENALTY DUE	INTEREST DUE	AMOUNT PAID
2006503	12/2025	RESTAURANT (ALL RESTAURANTS NOT FAST FOOD) ACCOMMODATION & FOOD SVC	$120.00	$0.0	$0.00	$0.00

TOTAL AMOUNT DUE WITHIN 10 DAYS OF INVOICE DATE:

$120.00*

***Additional penalties may apply when payment is rendered**

To avoid further collection efforts, or the assessment of additional interest and penalties, complete your payment online at:

http://mobileselfservice.tylertech.com

or mail your payment to:

CITY OF MOBILE REVENUE DEPARTMENT

PO BOX 3065

MOBILE, AL 36652-3065

CITY OF MOBILE
REVENUE DEPARTMENT
205 Government St
Mobile, AL 36602

03/14/2025 02:11PM KAREN T.
045390-0028

BUSINESS LICENSE

MAMAS HOSPITALITY LLC
130966
2025 Item: 2006493
ISSUANCE FEE

Principal	$14.00
Interest	$0.00

721110 LODGING-
HOTELS CITY

Principal	$120.00
Interest	$0.00

ZONING FEE

Principal	$8.00
Interest	$0.00

MAMAS HOSPITALITY LLC
130966
2025 Item: 2006503
722111 RESTAURANTS
N.E.C. CITY

Principal	$120.00
Interest	$0.00

MAMAS HOSPITALITY LLC
130966
2025 Item: 2006494
ALCOHOL APPLICATION
FEE

Principal	$50.00
Interest	$0.00

$312.00

Subtotal	**$312.00**
TP CC FEE	$9.36
Total	**$321.36**
REVENUE CC	$321.36

MasterCard **********4728
Ref=f56bdf0f-31be-4741-b9c0-dc3c72670ce0
Auth=01435P

Change due **$0.00**

Paid by: SHARMA/ASHWANI

Thank you for your payment

CITY OF MOBILE COPY
DUPLICATE RECEIPT

This confirms that you have authorized
Tyler Technologies to collect a service

City of Mobile Alcoholic Beverage License Application
Notice of Public Hearing

Section 30-79 is hereby added to of the Mobile City Code, 1991, as follows:

Section 30-79 - Notice of Public Hearing for Alcoholic Beverage License

a) In every case where application is made for any type of alcohol beverage license, in addition to other adverting requirements that may be required by law, notice of said application shall be published on a website approved for such notice by the City's Department of Revenue. Such notice shall read substantially as follows:

MAMAS HOSPITALITY LLC

dba HOLIDAY INN MOBILE AIRPORT

has made application to the City Council of the City of Mobile for a

020 - RESTAURANT RETAIL LIQUOR

for the premises located at

3630 SPRINGHILL MEMORIAL DRIVE SOUTH, Mobile, Alabama.

A public hearing will be held by the City Council in the Council's chambers at the Government Plaza Auditorium located at 205 Government Street at 1030am on

April 1, 2025 for application number 2025 - 5720

b) In addition to the published notice required, the applicant shall post on the premises where the business or sale is to be conducted, continuously for a period of not less than SEVEN (7) days prior to the consideration of the application by the City Council, a posted notice of the pending application and public hearing concerning the granting thereof in the manner and form to be supplied by the City of Mobile Revenue Department, at the time applicant is first made to the City for such license. Such notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto. The published notice shall be published for THREE (3) consecutive days.

c) Applicant shall take such steps as may be necessary to meet all requirements of ordinances, regulations, and statutes applicable thereto. When the application for a license is made and all requirements have been met, a day for the hearing shall be set, the day shall be supplied to the applicant to be inserted in the newspaper ad and in the posted notice.

RS PoA

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

Notice of Public Hearing

NOTICE!

Notice is hereby given that application has been made to the City Council of the City of Mobile, for approval of a Liquor License for the sale of Alcohol Beverages at the physical location below

License Type(s)

020 - RESTAURANT RETAIL LIQUOR

Legal Business Name

MAMAS HOSPITALITY LLC

Trade Name (DBA)

HOLIDAY INN MOBILE AIRPORT

Location Address

3630 SPRINGHILL MEMORIAL

Zip Code

36608

Application Number

2025 - 5720

Notice Post Date @ Location

03/14/2025

That public hearing on said application has been set before the City Council in the Government Plaza Auditorium (1st floor) located at 205 Government Street @ 1030am on Tuesday

April 1, 2025

Date

Anyone desiring to be heard either for or against said application may appear in person at said time or may indicate his or her wishes in writing by communication to the City of Mobile City Clerk Office

RS POA

Applicant/POA Signature

R Shawn Skinner

Revenue Department Representative

In accordance to the City of Mobile codes/ordinances, the applicant shall post on the premises where the business is to be conducted, continuously for a period of not less than seven (7) days prior to the consideration of the application by the governing body. Said notice shall be conspicuously displayed on the front of the building so as to be clearly visible from the street or sidewalk adjacent thereto.

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250210101358139

Type License: 020 - RESTAURANT RETAIL LIQUOR **State:** **County:**

Type License: **State:** **County:**

Trade Name: HOLIDAY INN MOBILE AIRPORT **Filing Fee:**

Applicant: MAMAS HOSPITALITY LLC **Transfer Fee:** $50.00

Location Address: 3630 SPRINGHILL MEMORIAL DR S MOBILE AL 36608

Mailing Addre

County: MOBILE **Tobacco sales:** NO **Tobacco Vending Machines:**

Product Type: **Type Ownership:** LLC

Book, Page, or Document info: 001-165-542

Do you sell Draft Beer?:

Date Incorporated: 12/6/2024 **State incorporated:** AL **County Incorporated:**

Date of Authority: 12/6/2024

Federal Tax ID: 33-2221673 **Alabama State Sales Tax ID:** R012294787

Name:	Title:	Date and Place of Birth:	Residence Address:
NAVNEET SHARMA	MEMBER		
RAJESH SHARMA	MEMBER		
ASHWANI KUMAR SHARMA	MEMBER		

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ASHWANI SHARMA
Business Phone: 509-771-2752
Fax:

Home Phone: 509-771-2752
Cell Phone:
E-mail: SHARMAGROUPLLC1@GMAIL.COM

PREVIOUS LICENSE INFORMATION:
Trade Name: HOLIDAY INN AIRPORTMOBILE
Applicant: JAYVIVEK LA LLC

Previous License Number(s)
License 1: 011425349
License 2:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
Confirmation Number: 20250210101358139

NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
JAYVIVEK LA LLC
Address: 36030 SPRINGHILL MEMORIAL DR S
MOBILE, AL 36608
Telephone: 915-412-8010

NEW APPLICANT:
MAMAS HOSPITALITY LLC
Address:
Te

Current License No: 011425349

LICENSED PREMISES ADDRESS: 3630 SPRINGHILL MEMORIAL DR S MOBILE, AL 36608

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 10th day of February, 2025.

CURRENT LICENSEE (NAMED ON LICENSE)

Print Name:
Title:

NEW LICENSEE (APPLICANT)

Ashwani

Print Name: Ashwani K Sharma
Title: Member

WITNESS: (By ABC Enforcement) April Jones

Revised 9/08

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250210101358139

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club
Does the club charge and collect dues from elected members?
Number of paid up members:
Are meetings regularly held?
How often?
Is business conducted through officers regularly elected?
Are members admitted by written application, investigation, and ballot?
Has Agent verified membership applications for each member listed?
Has at least 10% of members listed been confirmed and highlighted? Agent's Initials:
For what purpose is the club organized?
Does the property used, as well as the advantages, belong to all the members?
Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail
Is it for 30 days or less?
More than 30 days?

Franchisee or Concessionaire of above?
Other valid responsible organization:
Explanation:

Special Events / Special Retail (7 days or less)
Starting Date: Ending Date:
Special terms and conditions for special event/special retail:

Other Explanations
What is the applicant(s) primary source of funding?: Bank Loan 80% & Personal 20%
Is the lessor involved in any way with the alcohol beverage business?: APPLICANT AND LANDLORD ARE THE SAME PERSONS
Is ther any further interest in, or connection with, the licensee's business by the lessor?: APPLICANT AND LANDLORD ARE THE SAME PERSONS

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250210101358139

If applicant is leasing the property, is a copy of the lease agreement attached? YES
Name of Property owner/lessor and phone number: SHARMA GROUP LLC 509-771-2752
What is lessors primary business? PROPERTY MANAGEMENT COMPANY
Is lessor involved in any way with the alcoholic beverage business? YES
Is there any further interest, or connection with, the licensee's business by the lessor? YES

Does the premise have a fully equipped kitchen? YES
Is the business used to habitually and principally provide food to the public? YES
Does the establishment have restroom facilities? YES
Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? YES

Will the business be operated primarily as a package store? NO
Building Dimensions Square Footage: 62110 Display Square Footage:
Building seating capacity: 57 Does Licensed premises include a patio area? YES
License Structure: SINGLE STRUCTURE License covers: BOTTOM FLOOR
Number of licenses in the vicinity: Nearest:
Nearest school: Nearest church: Nearest residence: 1 blocks
Location is within: CITY LIMITS Police protection: CITY

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)? NO

Name:	Violation & Date:	Arresting Agency:	Disposition:

STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20250210101358139

Initial each	Signature page
AS	In reference to law violations, I attest to the truthfulness of the responses given within the application.
AS	In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.
AS	In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.
N/A	In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.
N/A	In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.
AS	In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.
AS	In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.
AS	The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages. The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.
ASL	I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): Ashwani Kumar Sharma.

Signature of Applicant: Ashwani

Notary Name (print): April W. Jones

Notary Signature: April W Jones

Commission expires: 4/12/2026

Application Taken: **App. Inv. Completed:** **Forwarded to District Office:**
Submitted to Local Government: **Received from Local Government:**
Received in District Office: **Reviewed by Supervisor:** **Forwarded to Central Office:**

Receipt Confirmation Page

Receipt Confirmation Number: 20250210101358139
Application Payment Confirmation Number: 107100450

Payment Summary	
Payment Item	Fee
Transfer Fee for License 020	$50.00
Total Amount to be Charged	$50.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 020 - RESTAURANT RETAIL LIQUOR
License Type 2:
License County: MOBILE
Business Type: LLC
Trade Name: HOLIDAY INN MOBILE AIRPORT
Applicant Name: MAMAS HOSPITALITY LLC
Location Address: 3630 SPRINGHILL MEMORIAL DR S
MOBILE, AL 36608
Mailing Address:
Contact Person: ASHWANI SHARMA
Contact Home Phon
Contact Business Pho
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:

STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

MONTGOMERY, ALABAMA

2024-2025

LICENSE EXPIRES SEPTEMBER 30, 2025
RENEW LICENSE(S) BEFORE AUGUST 1, 2025

Confirmation Number: 20240727000005824

Renewal Period: June 1, 2025 Through July 31, 2025

License Number: 011425349

County:	MOBILE	Tobacco Business Type:	44	Vending Machines:	0
Effective Date:	10/01/2024	Printed Date:	07/27/2024		
Trade Name:	**HOLIDAY INN AIRPORT MOBILE**				
Licensee:	**JAYVIVEK LA LLC**				
Location:	**3630 SPRINGHILL MEMORIAL DR S**				
	MOBILE		**AL**	**36608**	
Mailing Address:	**3630 SPRINGHILL MEMORIAL DR S**				
	MOBILE		**AL**	**36608**	

020 RESTAURANT RETAIL LIQUOR

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

109720

Curtis E. Stewart

ADMINISTRATOR

City of Mobile DEPARTMENT OF REVENUE

Power of Attorney and Declaration of Representative

NOTE: If you have questions concerning the completion of this form, please refer to the instructions for Federal Form 2848 (revised March 2012). This form is very similar to the federal form.

CAUTION: A separate Form should be completed for each taxpayer.

PART I – POWER OF ATTORNEY

1 TAXPAYER INFORMATION

TAXPAYER NAME AND ADDRESS (Please Type or Print)

Mamas Hospitality LLC
DBA- Holiday Inn Mobile Airport
3630 Springhill Memorial Dr N
Mobile,AL-36608

SOCIAL SECURITY NUMBER

EMPLOYER IDENTIFICATION NUMBER 33-2221673

DAYTIME TELEPHONE NUMBER (509) 771-2752

Hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 REPRESENTATIVE(S) (Please Type or Print) Must sign and date this form on page 2, part II.

By designating a representative in Part I, Section 2, the taxpayer authorizes the Department to discuss or share information specifically listed in Part I, Section 3 with the authorized representative. All official correspondence from the Department will be sent to the taxpayer. It will be the taxpayer's responsibility to distribute document(s) to their representative.

NAME AND ADDRESS	TELEPHONE NUMBER / FAX NUMBER
Rishav Sharma 1701, 18th Street Pl SE Puyallup WA 98372	TELEPHONE NUMBER (206) 459-5301 FAX NUMBER ( )
NAME AND ADDRESS	TELEPHONE NUMBER ( ) FAX NUMBER ( )
NAME AND ADDRESS	TELEPHONE NUMBER ( ) FAX NUMBER ( )

To represent the taxpayer before the Mobile Department of Revenue for the following tax matters:

3 TAX MATTERS

TYPE OF TAX (Individual, Corporate, Sales, etc.)	TAX FORM NUMBER (12, 13, 3, 7, 14, etc.)	YEAR(S) or PERIOD(S)
Business License		
ABC Approval		

4 ACTS AUTHORIZED

Unless otherwise provided below, the representatives generally are authorized to receive and inspect confidential tax information and to perform any and all acts that I can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The representative(s), however, is (are) not authorized to receive or negotiate any amounts paid to the client in connection with this representation (including refunds by either electronic means or paper checks). Additionally, unless the appropriate box(es) below are checked, the representative(s) is (are) not authorized to execute a request for disclosure of tax returns or return information to a third party, substitute another representative or add additional representatives, or sign certain tax returns.

☐ Disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return; _____

EXCEPTIONS

List any specific deletions to the acts otherwise authorized in this power of attorney: _____

5 RETENTION / REVOCATION OF PRIOR POWER(S) OF ATTORNEY

The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Mobile Department of Revenue for the ***same*** tax matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here ..... ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

6 SIGNATURE OF TAXPAYER

If a tax matter concerns a year in which a joint return was filed, the husband and wife must each file a separate power of attorney even if the same representative(s) is (are) being appointed. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **If this power of attorney is not signed and dated, it will be returned to the taxpayer.**

Ashwani	03/12/2025	Member
SIGNATURE	DATE	TITLE (If Applicable)

Mamas Hospitality LLC- Ashwani K Sharma
PRINT NAME

PART II – DECLARATION OF REPRESENTATIVE

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
  a. Attorney – a member in good standing of the bar of the highest court of the jurisdiction shown below.
  b. Certified Public Accountant – duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  c. Enrolled Agent – enrolled as an agent under the requirements of Treasury Department Circular No. 230.
  d. Officer – a bona fide officer of the taxpayer's organization.
  e. Full-Time Employee – a full-time employee of the taxpayer.
  f. Family Member – a member of the taxpayer's immediate family (i.e., spouse, parent, child, brother, or sister).
  g. Enrolled Actuary – enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d)(1) of Treasury Department Circular No. 230).
  h. Unenrolled Return Preparer – an unenrolled return preparer under section 10.7(c)(1)(viii) of Treasury Department Circular No. 230.
  i. Registered Tax Return Preparer – registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have signed the return. **See Notice 2011-6 and Special rules for registered tax return preparers and unenrolled and return preparers in the instructions.**
  j. Student Attorney or CPA – receives permission to practice before the IRS by virtue of his/her status as a law, business, or accounting student working in LITC or STCP under section 10.7(d) of Circular 230. See instructions for Part II for additional information and requirements.
  k. Enrolled Retirement Plan Agent – enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **If this declaration of representative is not signed and dated, the power of attorney will be returned.**

Note: For designations d-f, enter your title, position, or relationship to the taxpayer in the "jurisdiction" column.

DESIGNATION – INSERT ABOVE LETTER (a-k)	JURISDICTION (State) or ENROLLMENT CARD NO.	SIGNATURE	DATE
Member		Ashwani	03/12-2025

ROSA E SANTELLAN
APPOINTMENT EXPIRES MAY 14, 2025
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. # 21019777

Skinner, Shawn

From: Adi FoodMart <adifoodmart@gmail.com>
Sent: Wednesday, March 12, 2025 3:22 PM
To: Skinner, Shawn
Subject: Power Of Attorney for Mamas Hospitality LLC
Attachments: POA-City of Mobile.pdf

You don't often get email from adifoodmart@gmail.com. Learn why this is important

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Mr Shawn

Attached below is the power of attorney for Mamas Hospitality LLC for Business License and ABC approval. I have authorised MR Rishav Sharma to sign the necessary documents to get our city Business License and ABC Approval.

Let me know if you need any further info from me.

Regards
Ashwani Sharma
Adi Food Mart
1606 W. Broadway Ave
WA-98837
509-771-2752

STATE OF ALABAMA

FOREIGN LIMITED LIABILITY COMPANY (LLC)
APPLICATION FOR REGISTRATION

PURPOSE: In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing an Application for Registration pursuant to Section 10A-1-7.04, *Code of Alabama 1975*.

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:
   Mamas Hospitality, LLC

2. The name of the foreign entity for use in Alabama (only if different from the legal name*):

   *A fictitious name may be used only if the legal entity name is not available for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.

4. A copy of the name reservation received from the Office of the Alabama Secretary of State must be attached.

5. Street (No PO Boxes) address of principal office:
   3630 Springhill Memorial Dr. S. Mobile, AL 36608

   Mailing address (if different from street address)

(For SOS Use Only)

Alabama
Sec. Of State

001-165-542 FLL

Date	12/06/2024
Time	16:01:00
Filc	$150.00
County	$0.00
Total	$150.00

FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Washington
(State or Country of formation)

7. Date of the entity's formation in state/country of jurisdiction: 12 / 3 / 2024 (MM/DD/YYYY)

8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.

9. Name of registered agent for service of process (MUST be physically located in Alabama):
Ashwani Sharma

10. Street (No PO Boxes) address of registered office of registered agent (MUST be physically located in Alabama):
3630 Springhill Memorial Dr. S. Mobile, AL 36608

Mailing address in Alabama of registered agent/office (if different from street address)

11. If the entity registering is a Non Profit LLC, Series LLC or Non-Profit Series LLC. Please check type below:

☐ Non-Profit LLC ☐ Series LLC ☐ Non-Profit Series LLC

12. The foreign entity began or will begin transacting business in Alabama (a date must be provided):

Began or will begin doing business: 12 / 6 / 2024 (MM/DD/YYYY)

12 / 6 / 2024
Date (MM/DD/YYYY)

Ashwani Sharma Manager
Signature of person authorized to sign per 10A-1-4.01

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, Wes Allen, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Mamas Hospitality, LLC

This name reservation is for the exclusive use of Ries Law Firm, P.S., PO Box 2119, Moses Lake, WA 98837 for a period of one year beginning December 06, 2024 and expiring December 06, 2025

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

December 06, 2024

Date

Wes Allen **Secretary of State**

RES190466

UNITED STATES OF AMERICA

The State of Washington

Secretary of State

I, STEVE R. HOBBS, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

CERTIFICATE OF EXISTENCE

OF

MAMAS HOSPITALITY, LLC

I CERTIFY that the records on file in this office show that the above named entity was formed under the laws of the State of Washington and that its public organic record was filed in Washington and became effective on 12/03/2024.

I FURTHER CERTIFY that the entity's duration is Perpetual, and that as of the date of this certificate, the records of the Secretary of State do not reflect that this entity has been dissolved.

I FURTHER CERTIFY that all fees, interest, and penalties owed and collected through the Secretary of State have been paid.

I FURTHER CERTIFY that the most recent annual report has been delivered to the Secretary of State for filing and that proceedings for administrative dissolution are not pending.

Issued Date: 12/06/2024
UBI Number: 605 644 257

THE SEAL OF THE STATE OF WASHINGTON 1889

Given under my hand and the Seal of the State of Washington at Olympia, the State Capital

Steve R. Hobbs

Steve R. Hobbs, Secretary of State

Date Issued: 12/06/2024

X

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255-0023

Date of this notice: 12-09-2024

Employer Identification Number:
35-2221673

Form: SS-4

Number of this notice: CP 575 B

For assistance you may call us at
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

003027.636165.343721.22610 1 MB 0.622 532

MAMAS HOSPITALITY LLC
ASHWANI SHARMA MGR

003027

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 35-2221673. This EIN will identify your entity, accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please visit, www.irs.gov/einnotrequested.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065 03/15/2026

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

2025

SALES TAX LICENSE

State of Alabama

Alabama Department of Revenue

ISSUED TO:

MAMAS HOSPITALITY LLC
3630 SPRINGHILL MEMORIAL DR S
MOBILE, AL 36608-1197

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R012284787	04/1/2025	12/31/2025

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975, AS AMENDED. SALES TAX LAW

NON-TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NOT TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AT RETAIL IN THE REGULAR COURSE OF BUSINESS.

STATE OF ALABAMA
DEPARTMENT OF REVENUE
Derrick Coleman
Deputy Commissioner

NAICS CODE: 721110

ALABAMA DEPARTMENT OF REVENUE
SALES AND USE TAX
P.O. BOX 327710
MONTGOMERY, AL 36132-7710

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

LEASE PROPERTY OWNERSHIP & SIGN AGREEMENT

This is to certify that I am the property owner, or that I have legal control of the property described herein located inside the City of Mobile and State of Alabama.

LEGAL DESCRIPTION OF PROPERTY

REQUIRED - contact the Map & Plat Room located at Mobile County Revenue 251.574.8535 or this should be included in your deed and/or lease paperwork

Lot 1, Springhill Commercial Park, Unit Four, Phase One, according to plat thereof recorded in Map Book 111, Page 122, in the Office of the Judge of Probate, Mobile County, Alabama.
Parcel #: 2806244000004016

Ownership Type | **Company Name**

The above described property is ☐ Owned ☑ Leased to/by **Mamas Hospitality LLC**

Who has applied for an *ALABAMA ALCOHOLIC BEVERAGE LICENSE* at the above described location.

I hereby agree to allow the applicant to post a NOTICE sign at the location notifying the general public than an application for sale of alcohol is being considered for this location.

The applicant agrees that the NOTICE sign will be posted and will NOT be removed/discarded and will be required to remain posted until this application is approved by the City of Mobile City Council.

Sworn to and subscribed before me this 10th day of January 2025

Notary Printed Name	Notary Signature	My (Notary) Commission Expires
Ricardo P. Hernandez	[signature]	01/29/2028

Notary Stamp

RICARDO P HERNANDEZ
NOTARY PUBLIC
STATE OF WASHINGTON

Owner of Property (Print Name)	Applicant Name (Print Name)
Sharma Group LLC	Mamas Hospitality LLC
Owner of Property (Signature)	Applicant Name (Signature)
[signature]	Ashwani Sharma [signature]
Street Address	Street Address
	3630 Springhill Memorial Dr S
	City State Zip
	Mobile AL 36608
Date	Date Agreement Signed
01-10-2025	01-10-2025

Revision Date 10.23.2023

Application Property Ownership

Mobile County Property Search

Key Number: 3562941 For Year 2024

Property Details

Account

Key Number:	3562941
Legal Description:	LOT 1 SPRINGHILL COMMERICAL PARK UNIT FOUR PHASE ONE MBK 111/122 #SEC 24 T4S R2W #MP28 06 24 4 000
Parcel Number:	2806244000004016
Type:	Real
Property Class:	2

Location

Address:	3630 SPRINGHILL MEMORIAL DR S MOBILE, AL 36608-1197

Owner

Name:	JAYVIVEK LA LLC, A LOUISIANA LLC
Mailing Address:	
Exemptions:	For privacy reasons not all exemptions are shown online.

Property Values

Improvement Value:	$10,864,800
Land Value:	$971,700
Appraised Value:	$5,828,800
Taxable Value:	$5,828,800
Assessed Value:	$1,165,760

VALUES DISPLAYED ARE 2024 VALUES.

COMMERCIAL LEASE

THIS COMMERCIAL LEASE is dated Jan 10th, 2025 and is between Sharma Group, LLC, an Alabama limited liability company("Lessor"), and Mamas Hospitality, LLC, an Alabama limited liability company ("Lessee") ["Party(ies)"].

On and subject to the terms, conditions and agreements herein contained, Lessor herewith leases to Lessee and Lessee herewith leases from Lessor, certain commercial real property having a street address of 3630 Springhill Memorial Dr. S., Mobile, Mobile County, Alabama, including all fixtures and improvements thereon, situated in Mobile County, Alabama (all hereinafter "the Property"), legally described as follows:

> Lot 1, Springhill Commercial Park, Unit Four, Phase One, according to plat thereof recorded in Map Book 111, Page 122, in the Office of the Judge of Probate, Mobile County, Alabama.
> Parcel #: 2806244000004016
>
> **TOGETHER WITH** all interest in water, water rights, water shares, water access, ditches, appropriations, franchises, privileges, permits, applications, certificates, licenses, approvals and easements, if any, that are on, connected with and appurtenant to the above-described real property.
>
> **SUBJECT TO:** rights reserved in federal patents or state deeds; reservations, restrictions, land use and zoning laws; plat dedications, restrictive and protective covenants, easements and rights-of-way of record or in apparent use; and existing or future municipal, county, state or other governmental or quasi-governmental taxes and assessments, including LID assessments and utility tap or connection charges, if any.
>
> **INCLUDING** all reasonable rights-of-way of ingress, egress and parking appurtenant to the above-described real property.

The phrase "the Property" shall in addition to the above-described real property and the encumbrances and benefits above-described, if any, all improvements and fixtures now or hereafter located thereon unless hereinafter otherwise specifically provided.

1. Purpose. Lessee shall use the Property for operating a motel, and for no other purpose without the prior written consent of Lessor. Lessee shall procure and maintain, at Lessee's expense, any and all permits or licenses required to operate and transact business at the Property and shall comply with the terms and conditions thereof.

extent of such conflict shall be controlling and this Lease shall be deemed to be modified or amended to be in conformity therewith.

39. Entire Agreement. This Lease contains the entire agreement of the Parties hereto regarding the subject matter contained herein and, except for any agreements or warranties otherwise stated in writing to survive the execution and delivery of this Lease, supersedes all of their previous understandings and agreements, written and oral. Neither Party shall be liable to the other for any representations made by any person concerning the Property or regarding the terms of this Lease, except to the extent that the same are expressed in this Lease. This Lease may be amended only by written instrument signed by the Parties.

40. Fax and Email. This Lease may be transmitted between the Parties by facsimile or electronic mail and for all purposes of this Lease, faxed or electronically mailed signatures constitute original signatures and faxed or electronically mailed version of this Lease and all documents, agreements or instruments ancillary hereto containing the signatures (original, faxed or emailed) of all the Parties (whether in one or multiple counterparts) is binding on the Parties, as long as they are properly acknowledged, is binding on the Parties.

41. References. All references herein to "Lessee" shall mean and include Lessee's employees, agents, licensees, invitees and contractors.

IN WITNESS WHEREOF, Lessor and Lessee have signed and delivered this Lease the day and year first above written.

SHARMA GROUP, LLC	**MAMAS HOSPITALITY, LLC**
By: _____	By: _____
Babita Sharma, Business Manager	Ashwani Sharma, Business Manager
LESSOR	**LESSEE**

CITY of MOBILE ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLANNING & ZONING DEPARTMENT APPROVAL

Request for zoning permission to process an alcoholic beverage application, subject to approval by the City of Mobile City Council and issuance of the Zoning Approval Certificate

Business Structure	Application Type	Outside Mobile City Limits	Business Type
☐ Sole Proprietorship ☑ Limited Liability Company (LLC) ☐ Corporation	☐ New Business ☑ New Owner ☐ Location Change	☐ No ☑ Yes	☐ Convenience/Grocery Store ☑ Hotel ☑ Lounge/Bar ☐ Package Store ☑ Restaurant ☐ Other

Please Check All Applicable Boxes

☐ 010 - Lounge Retail Liquor (Class I) ☐ 011 - Lounge Retail Liquor (Class II) - Package Store ☑ 020 - Restaurant Retail Liquor
☐ 040 - Retail Beer (On/Off Premises) ☐ 050 - Retail Beer (Off Premises Only) ☐ 060 Retail Table Wine (On/Off Premises)
☐ 070 - Retail Wine (Off Premises Only) ☐ 090 - Wholesale - Beer ☐ 100 - Wholesale - Wine ☐ 110 - Wholesale - Beer & Wine
☐ 140 - Special Events Retail ☐ 160 - Special Events - More than 30 Days ☐ 200 Manufacturer ☐ 220 BrewPub

Legal Name	Business Name
Mamas Hospitality LLC	Holiday Inn Mobile Airport

Complete Legal Address (Street Address, Suite #)	City	State	Zip Code
3630 Springhill Memorial Dr S	Mobile	AL	36608

Applicant Contact Information			
Name	Title	Phone	Email
Ashwani Sharma	Member Manager	(509) 771-2752	Sharmagroupllc@gmail.com

Parcel Number	Parking Spaces	Parking Surface	Complaints	Zoning	Approval
2500	145	9	✓	B-3	✓

Comments

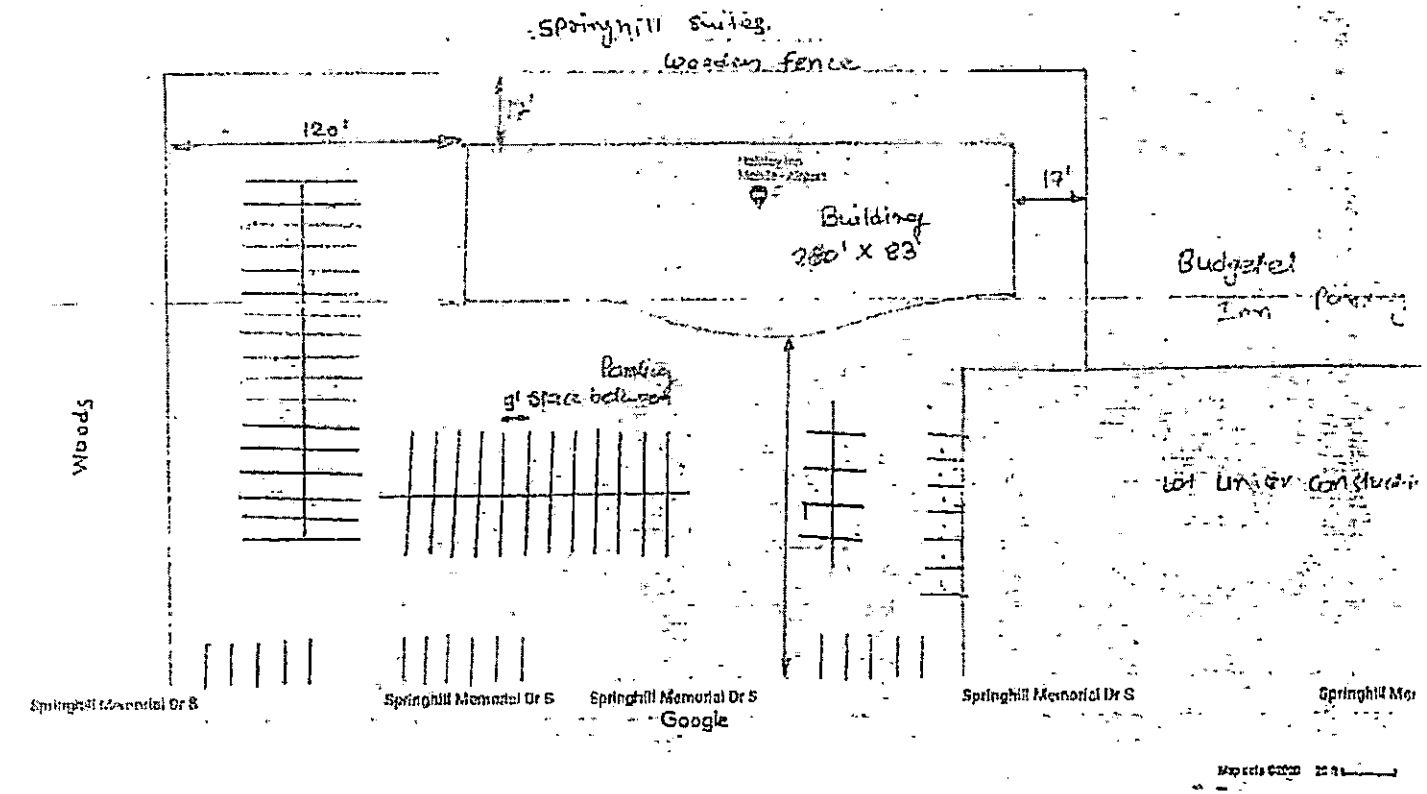
EXISTING MOTEL WITH RESTAURANT/LOUNGE

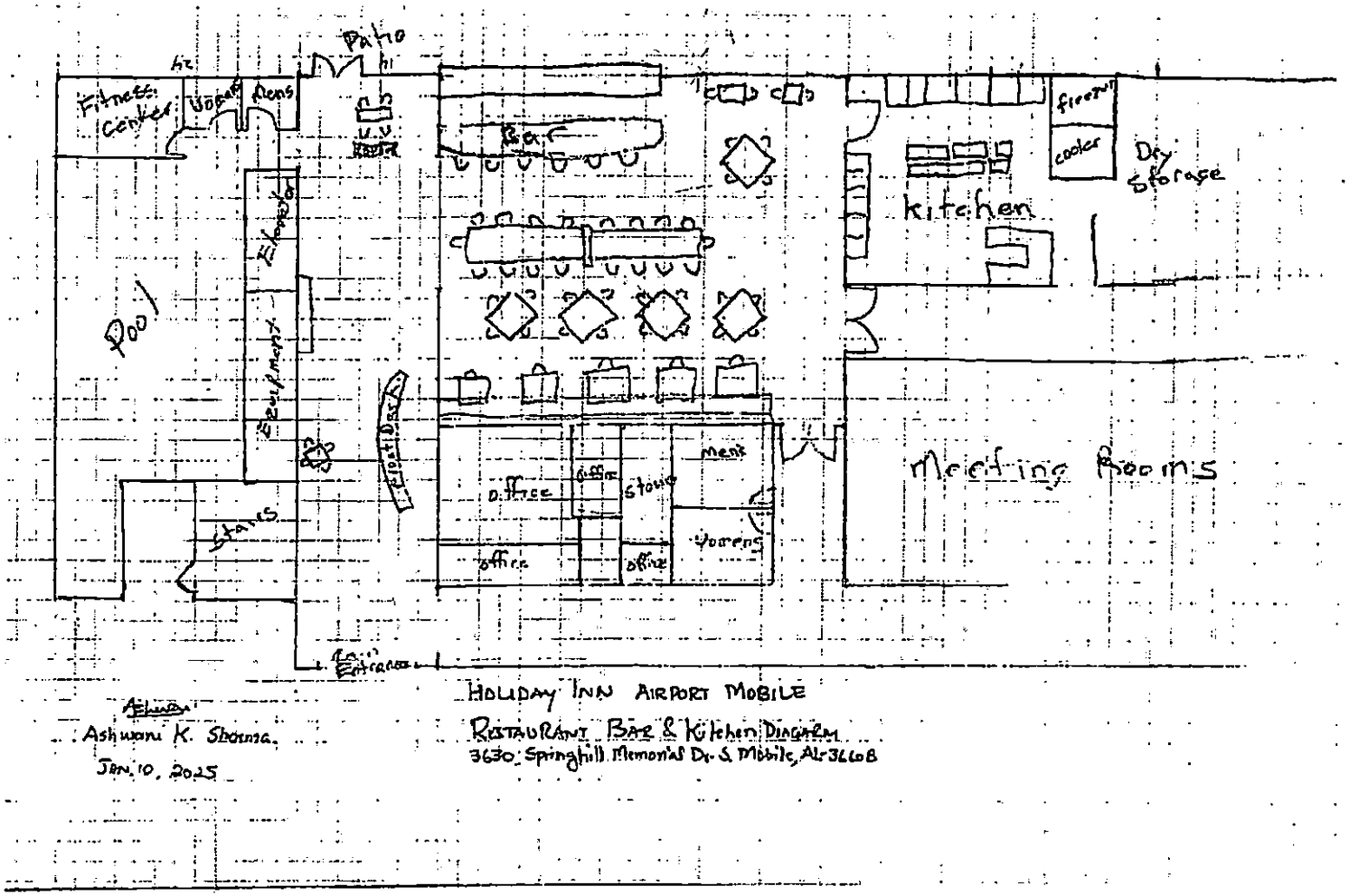
Name	Signature	Date
CALDWELL C. WHISTLER	Caldwell C. Whistler	3-19-2025

Revision Date 10.23.2023

| Planning and Zoning

Google Maps


Springhill Suites
Wooden fence
120'
17'
Building
280' x 83'
Budget
Inn
Parking
Parking
9' space between
Woods
Springhill Memorial Dr S
Springhill Memorial Dr S
Springhill Memorial Dr S
Springhill Memorial Dr S
Google



HOLIDAY INN AIRPORT MOBILE

RESTAURANT BAR & Kitchen DIAGRAM

3630 Springhill Memorial Dr. S. Mobile, AL 36608

Ashwani K. Sharma

JAN. 10, 2025

Planning & Zoning Department

City of Mobile
205 Government Street, Third Floor, South Tower
Mobile, AL 36644

PERMIT NUMBER
ZC-151496-2025
Issue Date: 03/14/2025

ZONING CERTIFICATION

Parcel Number	Street Address	Suite Number
R022806244000004.016.	3630 Springhill Memorial Dr S	

Business Name	Issued To	Zoning Districts
MAMA'S HOSPITALITY LLC dba HOLIDAY INN MOBILE AIRPORT	Name: ASHWANI K. SHARMA Company: MAMA'S HOSPITALITY LLC dba HOLIDAY INN MOBILE AIRPORT Address: 3630 Spring Hill Memorial Dr S MOBILE, AL 36608 Phone: (509) 771-2752	B-3

This Zoning Classification Allows the property to be used for:
HOTEL/MOTEL

Conditions of Use

CERTIFICATION IS NOT TRANSFERABLE TO ANOTHER PARTY OR LOCATION. THE CERTIFICATION MUST BE POSTED WITH BUSINESS LICENSE. The Applicant/Agent/Owner agrees to comply with all requirements of the Unified Development Code, including signage regulations, as well as with any other applicable Codes and Ordinances.

Issued By: Caldwell Whistler

City of Mobile
PO Box, 1827
Mobile, AL 36633-1827

Telephone:251.208.5895 Fax: 251.208.5896

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **314 BURTON AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 6, 7, and 8;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **314 BURTON AVENUE** described as:

LOT 32 BURTON SUB DBK 94 P 482 #SEC 18 T4S R1W #MP29 08 18 1 003

Parcel Number: 29 08 18 1 003 034

Last Assessed to: HOSFELT JAMES EDWARD

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 24, 2025

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 1, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **314 BURTON AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **HOSFELT JAMES EDWARD** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 08 18 1 003 034
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: LOT 32 BURTON SUB DBK 94 P 482 #SEC 18 T4S R1W #MP29 08 18 1 003

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

314 BURTON AVE

Property Details

PARCEL KEYX	00840200	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	Y
SURVEY DATE	1/30/2024	COMMENTS	

Property Score

SCORE	82	SCORE DISCRIPTION	Demo

Notes

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 8-26-24

Motion 4 to 0 for Demolition G

NUIS ^ NCE ABATEMENT INSPECTION CH CKLIST

MEO: M. Davis **Date:** 02/06/2025

Property Address: 314 Burton Avenue **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☐15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

NOTICE
MAR 24 2025

NOTICE
MAR 24 2025

MAR 24 2025

MAR 24 2025

MAR 24 2025

Affidavit of Mailed Notice

March 24, 2025

State of Alabama
County of Mobile

Subject Property – 314 Burton Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **18** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Heirs at law and next of kin of Quilla E. Fountain
Owner
314 Burton Avenue
Mobile, AL 36607-2013

February 13, 2025

RE: **314 Burton Avenue**
Project Number: ME-110-24

Dear Owner:

On February 6, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 314 Burton Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 32 BURTON SUB DBK 94 P 482 #SEC 18 T4S R1W #MP29 08 18 1 003

Parcel Number: 29 08 18 1 003 034

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 30, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 30, 2025,** provide the Code Official with a work plan to accomplish the repairs by **March 30, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 30, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 2, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **314 Burton Avenue** Date: January 24, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 20, 2024

Per the Title Report, the owner is: Heirs at law and next of kin of Quilla E. Fountain, Deceased and Tax Interest in James Edward Hosfelt

Notes: See Summary for details

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 314 Burton Ave Mobile AL 36607-2013	Subject/location address
2	Sylvia Givens 5885 Brooklawn Dr Eight Mile AL 36613-9575	Sylvia is the daughter of Alma Givens and granddaughter of Lawrence Fountain. Phone numbers are 251-385-1558, 251-510-5496 and 251-310-0401 good 2024
3	Sharon Givens 2214 McFarland Rd Apt 108 Mobile AL 36695-8364	Wife of Gerry Givens, Sr – Phone numbers are 803-243-6222, 601-347-7185, and 251-303-2663 good 2024
4	Jennifer Givens 8300 Henley Rd Pass Christian MS 39571-9180	Daughter of Gerry Lee Givens, Sr, Granddaughter of Alma Givens and Great granddaughter of Lawrence Fountain. Lexis address good 2024. Phone number is 713-557-7431 good 2024.
5	Nicole Givens 5781 Three Notch Rd Mobile AL 36619-1663	Daughter of Gerry Lee Givens, Sr, Granddaughter of Alma Givens and Great granddaughter of Lawrence Fountain. Phone numbers are 251-288-1635 and 251-358-7795 good 2024 – lexis address good 11/2024
6	Roger Givens 31213 Spoonbill Rd Daphne AL 36527-4910	Son of Gerry Lee Givens, Sr, Granddaughter of Alma Givens and Great granddaughter of Lawrence Fountain. Phone numbers are 251-786-0599, 251-786-1038 good 2024

7	Roger Givens 94 Grove Meadow Dr Acworth GA 30101-6399	LexisNexis address good 11/2024
8	Roger Givens 2968 Scarlett Oak Dr Mobile AL 36608-8766	LexisNexis address good 10/2024
9	Gerry Givens, Jr. 300 Sarland Ave Lot 54 Saraland AL 36571-2105	Gerry is the son of Gerry Givens Sr, Grandson of Alma Dean Fountain Givens and great grandson of Lawrence Fountain. Phone numbers are 251-385-1558, 251-666-7506, and 251-326-0325 good 2024 Phone number good 2025 251-375-1490
10	Gerry Givens, Jr. 201 Mignionette Ave Saraland AL 36571-2539	LexisNexis address good 2024
11	Thomas Shirley 5843 Highway 83 Franklin LA 70538-7514	Thomas is the son of Annie Lee Jacques and grandson of Lawrence Fountain. Phone numbers are 337-654-4389, 337-856-7167, 337-856-3540 good 2025
12	Thomas Shirley 114 Weco Ln Broussard LA 70518-5709	Lexisnexis address good 1/2025
13	Robert David Jacques 100 Evangeline Trce Belle Chasse LA 70037-2763	Robert is the son of Annie Lee Jacques and grandson of Lawrence Fountain. Phone numbers are 504-858-6979, 504-858-2363, 337-298-5644 good 2024.
14	Ida Lee Keel Stanley Owens 500 Spanish Fort Blvd Apt 315 Spanish Fort AL 36527-5011	Ida Lee Keel is the daughter of Annie Fox and niece of Quilla Fountain. Phone numbers are 251-377-8002, 251-709-8368 good 2024
15	Deborah Grace Reuther 2031 Wyndham Hills Dr 26 Holt MI 48842-1097	Deborah is the daughter of Lois E. Reuther, granddaughter of Annie Fox. Address good 11/2024 – Phone numbers are 517-706-1366 good 2024
16	George Mathew Reuther PO Box 63 St Louis MI 48880-0063	George is the son of Lois E. Reuther, grandson of Annie Fox. LexisNexis address good 10/2024 – Phone number is 989-293-3886

17	George Mathew Reuther 10 Park Dr St Louis MI 48880-1033	LexisNexis address good 11/2024

TAX STATUS: 2024 PROPERTY TAXES ARE PAID CURRENT

Parties with recorded liens per Title Report:

18	James Edward Hosfelt Lucretia P Hosfelt 316 Burton Ave Mobile AL 36607-2013	Tax Deed Owner and payee of property taxes for 17 years – Phone number 251-476-1285, 251-654-2384, 251-545-8939 good 2024

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs James Edward Hosfelt, filed 8/27/2024, recorded 10/9/2024, instrument number 2024064223.

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1826 TOULMIN AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1826 TOULMIN AVENUE** described as:

LOT 12 LEWIS ADD TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 258

Last Assessed to: KELLY GLYNIS J & FRANK L

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 24, 2025

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 1, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1826 TOULMIN AVENUE.** OWNED BY OR MAY HAVE AN INTEREST**: KELLY GLYNIS J & FRANK L** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 023 258
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: LOT 12 LEWIS ADD TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1826 TOULMIN AVENUE

Property Details			
Parcel Key		Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	YES	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	Y
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	N
Survey Date	11/05/2024	Comments	

Property Score			
Score	63	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 11-5-24

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/10/2025

Property Address: 1826 Toulmin Avenue **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAR 24 2025

MAR 24 2025

MAR 24 2025

MAR 24 2025

Affidavit of Mailed Notice

March 24, 2025

State of Alabama
County of Mobile

Subject Property – 1826 Toulmin Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **4** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Glynis J. Kelly
Frank L. Kelly
1826 Toulmin Avenue
Mobile, AL 36617-3406

February 13, 2025

RE: **1826 Toulmin Avenue**
Project Number: ME-156-24

Dear Glynis J. Kelly, Frank L. Kelly:

On February 10, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1826 Toulmin Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 12 LEWIS ADD TO TOULMINVILLE DBK 156 P 260 #SEC 44 T4S R1W #MP29 02 44 0 023

Parcel Number: 29 02 44 0 023 258

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 30, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 30, 2025,** provide the Code Official with a work plan to accomplish the repairs by **March 30, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 30, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 2, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **1826 Toulmin Avenue** Date: January 6, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 5, 2025

Per the Title Report, the owner is: Glynis J. Kelly

Notes: Frank Kelly is listed as owner on Revenue Commission website. No deed available to add him as owner per Probate website. He is the husband of Glynis J. Kelly. Same addresses per LexisNexis.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Glynis J. Kelly Frank L. Kelly 1826 Toulmin Ave Mobile AL 36617-3406	Subject/Location address – Glynis J. Kelly fee simple owner
2	Glynis J. Kelly Frank L. Kelly 4633 Cohran Rd Eight Mile AL 36613-3340	LexisNexis address good 11/2024 – Revenue Commission website mailing address good 2016 – 2025. Phone numbers are 251-554-5853, 251-452-5611, 251-786-9563 and 251-298-3537
3	Glynis J. Kelly Frank L. Kelly 127 E Pershing St Mobile AL 36610-1731	LexisNexis address good 10/2024 – Revenue Commission website homestead.
4	Glynis J. Kelly Frank L. Kelly PO Box 2641 Birmingham AL 35202-2641	LexisNexis address good 5/2023

TAX STATUS: 2024 TAXES ARE DELINQUENT

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: Cory Penn – District 1

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1807 WHITE AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1807 WHITE AVENUE** described as:

BEG AT PT ON S/S OF WHITE AVE 167 FT WLY FROM SE COR OF CRAFT HWY (OR ST STEPHENS RD) & WHITE AVE RUNNING TH SLY 59 FT TO PT TH WLY 31 FT TH NLY 5 FT TH SLY 5 FT TH SLY 5 FT TH WLY 5 FT TH NLY 59 FT TO S/L OF WHITE AVE TH ELY 41 FT TO PLACE OF BEG MBK 4 P 225 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 071.02

Last Assessed to: GRANT SANDRA LIFE ESTATE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 24, 2025

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 1, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1807 WHITE AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **GRANT SANDRA LIFE ESTATE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 033 071.02
COUNCIL DISTRICT 1 – CORY PENN
LEGAL DESCRIPTION: BEG AT PT ON S/S OF WHITE AVE 167 FT WLY FROM SE COR OF CRAFT HWY (OR ST STEPHENS RD) & WHITE AVE RUNNING TH SLY 59 FT TO PT TH WLY 31 FT TH NLY 5 FT TH SLY 5 FT TH SLY 5 FT TH WLY 5 FT TH NLY 59 FT TO S/L OF WHITE AVE TH ELY 41 FT TO PLACE OF BEG MBK 4 P 225 #SEC 44 T4S R1W #MP29 02 44 0 033

GJ/md

Inspec 8/21

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1807 WHITE AVE

Property Details

PARCEL KEYX	00707248	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	N/A	COUNCIL DISTRICT	1
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	~~Y~~ N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/6/2024	COMMENTS	

Property Score

SCORE ~~42~~ 62 g

SCORE DISCRIPTION Review Committee

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-9-24

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/11/2025

Property Address: 1807 White Avenue **District No:** 1

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☐6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

NOTICE
NO TRESPASSING
MAR 24 2025

MAR 24 '2025

MAR 24 2025

MAR 24 2025

MAR 24 2025

Affidavit of Mailed Notice

March 24, 2025

State of Alabama
County of Mobile

Subject Property – 1807 White Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **5** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Sandra Grant, Mattie Averhart, Creola Houston
1807 White Avenue
Mobile, AL 36617-3310

February 13, 2025

RE: **1807 White Avenue**
Project Number: ME-128-24

Dear Sandra Grant, Mattie Averhart, Creola Houston:

On February 11, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1807 White Avenue.

I. **PROPERTY** The legal description of the Property is as follows:

BEG AT PT ON S/S OF WHITE AVE 167 FT WLY FROM SE COR OF CRAFT HWY (OR ST STEPHENS RD) & WHITE AVE RUNNING TH SLY 59 FT TO PT TH WLY 31 FT TH NLY 5 FT TH SLY 5 FT TH SLY 5 FT TH WLY 5 FT TH NLY 59 FT TO S/L OF WHITE AVE TH ELY 41 FT TO PLACE OF BEG MBK 4 P 225 #SEC 44 T4S R1W #MP29 02 44 0 033

Parcel Number: 29 02 44 0 033 071.02

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 30, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 30, 2025,** provide the Code Official with a work plan to accomplish the repairs by **March 30, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 30, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 2, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: 1807 White Avenue Date: December 4, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 3, 2024

Per the Title Report, the owner is: Sandra Grant (life estate), Mattie Averhart (remainderman), and Creola Houston (remainderman)

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Sandra Grant Mattie Averhart Creola Houston 1807 White Ave Mobile AL 36617-3310	Owners – Location/subject property address
2	Sandra Grant 5223 Cottage Hill Rd Apt 101 Mobile AL 36609-4269	LexisNexis address good 8/2024 – Phone numbers are 251-478-3175 and 251-554-6498 good 2024
3	Mattie Averhart 1417 Azalea Rd Apt 13A Mobile AL 36693-4743	LexisNexis address good 12/2024 – Phone numbers are 251-508-3433, 803-528-3554 and 251-661-0026 good 2023 - 2024
4	Mattie Averhart 1417 Azalea Rd Apt 7C Mobile AL 36693-4741	LexisNexis address good 9/2024
5	Creola Houston 4305 Lenn Ct Eight Mile AL 36613-3414	LexisNexis address good 8/2024 – Phone number is 251-455-7081

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Sandra Grant Life Estate, filed 9/10/2024, recorded 10/10/2024, instrument number 2024064812.

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1213 CHINQUAPIN F/K/A CHINQUEPIN STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1213 CHINQUAPIN F/K/A CHINQUEPIN STREET** described as:

LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON S/L CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS RUN TH ELY ALG S/L OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS IN FRONT #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 030

Last Assessed to: REED TANISHA LAVARRA

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 24, 2025

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 1, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1213 CHINQUAPIN F/K/A CHINQUEPIN STREET.** OWNED BY OR MAY HAVE AN INTEREST: **REED TANISHA LAVARRA** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 002 030
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON S/L CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS RUN TH ELY ALG S/L OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS IN FRONT #SEC 13 T4S R1W #MP29 06 13 0 002

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

1213 CHINQUAPIN ST

Property Details

PARCEL KEYX	00717031	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	THE BOTTOM / MLK HERITAGE	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	Y
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	Y	WALL COMPROMISED	Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE	63	SCORE DISCRIPTION	Demo

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 9-9-24

Voted 5 to 0 for Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/06/2025

Property Address: 1213 Chinquapin f/k/a Chinquepin Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAR 24 2025

PRIVATE PROPERTY
KEEP OUT
MAR 24 2025

MAR 24 2025

MAR 24 2025

MAR 24 2025

MAR 24 2025

Affidavit of Mailed Notice

March 24, 2025

State of Alabama
County of Mobile

Subject Property – 1213 Chinquapin Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Tanisha Lavarra Reed
1213 Chinquepin Street
Mobile, AL 36603-57053

February 13, 2025

RE: **1213 Chinquapin f/k/a Chinquepin Street**
Project Number: ME-129-24

Dear Tanisha Lavarra Reed:

On February 6, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1213 Chinquapin f/k/a Chinquepin Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 16 BLK 33 FISHER TRT DBK 22/332 AS FOLLS BEG AT PT ON S/L CHINQUEPIN ST 100 FT E OF SE COR CHINQUEPIN & HICKORY STS RUN TH ELY ALG S/L OF CHINQUEPIN ST 50 FT FOR FRONT TH EXT SLY BET PAR LINES 110 FT FOR DEPTH EQUAL WIDTH IN REAR AS IN FRONT #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 030

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a

structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 30, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 30, 2025,** provide the Code Official with a work plan to accomplish the repairs by **March 30, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 30, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 2, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **UPDATE 1213 Chinquepin Street**

Date: Original date – 8/26/2022

Update – 12/5/2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: December 5, 2024

Per the Title Report, the owner is: NEW – Fee simple is vested in Tanisha Lavarra Reed

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Tanisha Lavarra Reed 1213 Chinquepin St Mobile AL 36603-5705	Subject/location address – LexisNexis address good 9/2023 – Phone numbers are 251-622-0379, 251-214-2210 and 251-476-2528 good 2024
2	Tanisha Lavarra Reed 201 Cooper Ave Mobile AL 36613-2528	Zip Code Lookup shows both Mobile and Eight Mile Alabama as the city – LexisNexis address is good 8/2024 – Warranty Deed address is the same (Mobile)
3	Tanisha Lavarra Reed 706 Fisher St Mobile AL 36607-1217	LexisNexis address good 8/2024

TAX STATUS: 2024 TAXES ARE DUE BY 12/31/2024

Parties with recorded liens per Title Report: NONE

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Tanisha Lavarra Reed, filed 9/10/2024, recorded 10/10/2024, instrument number 2024064813

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **753 S DR THOMAS AVENUE** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **753 S DR THOMAS AVENUE** described as:

LOT 68 BLK 1 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 031

Last Assessed to: LAND CORNELIUS JAMES

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 24, 2025

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 1, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **753 S DR THOMAS AVENUE.** OWNED BY OR MAY HAVE AN INTEREST: **LAND CORNELIUS JAMES** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 02 44 0 017 031
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: LOT 68 BLK 1 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017

GJ/md

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

753 Dr. Thomas Avenue S

Property Details			
Parcel Key	682602	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N
Blight Zone	N	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	N
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	N
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	12-04-24	Comments	

Property Score			
Score	78	Score Description	DEMO

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 12-5-24

NUIS^NCE ABATEMENT INSPECTION CH^CKLIST

MEO: M. Davis **Date:** 02/06/2025

Property Address: 753 Dr. Thomas Avenue South **District No:** 2

☒1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☒2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☒5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAR 24 2025

MAR 24 2025

MAR 24 2025

Affidavit of Mailed Notice

March 24, 2025

State of Alabama
County of Mobile

Subject Property – 753 S. Dr. Thomas Avenue.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **3** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Cornelius James Land
753 Dr. Thomas Avenue South
Mobile AL 36610-4118

February 13, 2025

RE: **753 Dr. Thomas Avenue South**
Project Number: ME-165-24

Dear Cornelius James Land:

On February 6, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 753 Dr. Thomas Avenue South.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 68 BLK 1 HAPPY HILL SUB MBK 4 P 431 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 017

Parcel Number: 29 02 44 0 017 031

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 30, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 30, 2025,** provide the Code Official with a work plan to accomplish the repairs by **March 30, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 30, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 2, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **753 Dr Thomas Avenue S** Date: January 10, 2025

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: January 8, 2025

Per the Title Report, the owner is: Cornelius James Land

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Cornelius James Land 753 Dr Thomas Ave S Mobile AL 36610-4118	Owner – LexisNexis address good 2023 – Subject/location address – Phone numbers 251-458-5895, 334-432-4441, 229-417-1789 good 2024
2	Cornelius James Land 430 Dismukes Ave Mobile AL 36610-2325	LexisNexis address good 11/2024 – Revenue Commission website mailing address good 2022 – 2025.

TAX STATUS: 2024 TAXES ARE DELINQUENT AND NEED TO BE PAY BEFORE LIEN SALE IN MAY 2025

Parties with recorded liens per Title Report:

3	State of AL Dept. of Revenue Collections Service Dept. P.O. Box 327820 Montgomery, AL 36132	State of Alabama Revenue vs Cornelius J Lands, filed 9/18/2024, recorded 10/4/2024 instrument 2024062850. Account number IIT-R006141144 – Lien number 2021371392

Open Mortgages: NONE

Lis Pendens: NONE

RESOLUTION

Sponsored by: William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **559 HICKORY STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 3, 4, 5, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **559 HICKORY STREET** described as:

LOT 11 BLK 20 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 222

Last Assessed to: BROWN VALERIE

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

March 24, 2025

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Deputy Director
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, April 1, 2025.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **559 HICKORY STREET.** OWNED BY OR MAY HAVE AN INTEREST: **BROWN VALERIE** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached worksheet for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 06 13 0 002 222
COUNCIL DISTRICT 2 – WILLIAM CARROLL
LEGAL DESCRIPTION: LOT 11 BLK 20 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

GJ/md

City of Mobile
Blight Survey 2024

Report Date: Thursday, March 21, 2024

Property Address

559 HICKORY ST

Property Details

PARCEL KEYX	00718888	LOCAL HISTORIC REGISTRY	N/A
PROPERTY STATUS		NATIONAL HISTORIC REGISTRY	N/A
BLIGHT ZONE	THE BOTTOM / MLK HERITAGE	COUNCIL DISTRICT	2
STRUCTURE TYPE	Residential	FLOOD ZONE	N/A

Survey Results

DANGER TO ADJOINING PROPERTY	N	TAX DELINQUENT	N
DANGER TO PUBLIC ROW	N	CODE VIOLATIONS	Y
DANGER TO HUMAN/LIFE/HEALTH	N	UTILITIES DISCONNECTED	~~Y~~ N
HISTORIC CONTRIBUTING STRUCTURE	N	WATER PENETRATING STRUCTURE	Y
VACANT	Y	FIRE DAMAGE	N
OPEN BUILDING PERMITS	N	ROOF DAMAGE	Y
BUILDING OPEN TO THE PUBLIC	N	WALL COMPROMISED	~~N~~ Y
PROXIMITY TO BLIGHT	Y	FOUNDATION COMPROMISED	N
SURVEY DATE	2/5/2024	COMMENTS	

Property Score

SCORE ~~42~~ 62 GF

SCORE DISCRIPTION Review Committee

Notes

IC

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☑

APPROVAL DATE 9-9-24

Motion 5 to 0 For Demolition

GF

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 02/06/2025

Property Address: 559 Hickory Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☒3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

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☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

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☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.

MAR 24 2025

MAR 24 2025

MAR 24 2025

MAR 24 2025

MAR 24 2025

MAR 24 2025

MAR 24 2025

Affidavit of Mailed Notice

March 24, 2025

State of Alabama
County of Mobile

Subject Property – 559 Hickory Street.

My name and official title is Gary Jackson, Municipal Enforcement Deputy Director, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **8** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Deputy Director Municipal Enforcement

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

Owner
559 Hickory Street
Mobile, AL 36603

February 13, 2025

RE: **559 Hickory Street**
Project Number: ME-126-24

Dear Owner:

On February 6, 2025 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 559 Hickory Street.

I. **PROPERTY** The legal description of the Property is as follows:

LOT 11 BLK 20 FISHER TRT DBK 22 P 332 #SEC 13 T4S R1W #MP29 06 13 0 002

Parcel Number: 29 06 13 0 002 222

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

> **Section 4. Dangerous and Unsafe Buildings Defined.** Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (3) Those properties with any portion of a building, structure or appurtenance that has been damaged by fire, earthquake, wind, flood, deterioration, neglect, abandonment, vandalism or by any other cause to such an extent that it is likely to partially or completely collapse, or to become detached or dislodged;

(5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **March 30, 2025,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **March 30, 2025,** provide the Code Official with a work plan to accomplish the repairs by **March 30, 2025,** which shall be subject to the approval of the code official; OR, Demolish the building, structure, part of building or structure, party wall, or foundation by **March 30, 2025,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on April 2, 2025 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Deputy Director

NUISANCE ABATEMENT WORKSHEET

RE: **559 Hickory Street** Date: December 31, 2024

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: November 19, 2024

Per the Title Report, the owner is: Fee simple owners are Norden Means and Melvina Means (Both deceased)
Tax Deed interest into Valerie Brown

Notes: Per the unrecorded affidavit the heir and fee simple owner is Robert J. Poellinetz. Both owners Norden Means (DOD 1942) and Melvina Means (DOD 1972) are deceased, and the property was listed in Robert J. Poellinetz on the Revenue Commissioner's Website from 2002 – 2017. There is also a tax deed recorded in the name of Valerie Brown on 9/28/2020 instrument number 2020059263. Robert Poellinetz aka Poellnetz spelled two different ways on Obit and LexisNexis. I left a voicemail @ 865-368-2256 for Vernita Robinson listed as in care of address in 2009. The only relative found on LexisNexis for Robert Poellinetz is a grandson named Kerry Stuart Johnson. I tried contacting him on 12/17/2024 @ 251-525-7945, but it was a wrong number. I listed Kerry Stuart Johnson as possible contact. All the phone numbers listed on LexisNexis for Kerry were bad phone numbers. I only located 2 of Robert's children. Josephine P. Williams and Vernita Robinson. I listed both of them along with a few relatives as they are both 79 and 81 years old. I listed Lamar Lott, Jr. He paid several tax bills from 2009-2012. He also had the same mailing address as Robert Poellinetz. I could not identify Melvina McCarthy or Irene Westerfield on the multiple search engines.

SEND NOTICES of nuisance abatement proceedings to the following parties:

	RECIPIENTS	NOTES
1	Owner 559 Hickory St Mobile AL 36603	Location/subject address
2	Lamar Lott, Jr 2094 Staples Rd Mobile AL 36605-4518	Paid property taxes in 2009-2012. Phone numbers are 251-605-6324, 251-454-2821 and 251-479-1388 good 2024
3	Josephine P. Williams c/o Tanzania Williams 5036 Retford Dr Daytona OH 45417-6045	Heir – Daughter of owner – LexisNexis address good 11/2024. Phone numbers are 614-271-8116, 937-673-2015, 804-263-4870 good 2024 - Listed in care of Tanzania is listed as daughter on LexisNexis.
3	Kerry Stuart Johnson 2400 Lilac Ave Mobile AL 36606-2039	Grandson of owner – Lexisnexis address good 9/2024

4	Vernita Robinson 3404 Flintlock Dr Columbus GA 31907-3080	Heir – Daughter of owner – Phone number 865-368-2256 good 2024
5	Vernita Robinson c/o Jeffery S Todd 8017 Creek Flow Dr Midland GA 31820-4142	Listed as secondary address due to age of 79. Jeffery is listed as son on LexisNexis.

TAX STATUS: 2013 – 2023 TAX DEED ISSUED 2023 TAXES ARE PAID CURRENT BY TAX INTEREST HOLDER AND 2024 TAXES ARE DUE BY 12/31/24

6	Valerie Brown 5862 Arbon Ave Mobile AL 36608-3602	Tax Deed recorded 9/28/2020 instrument number 2020059263 – Phone number 251-406-6978, 850-348-2693 and 251-344-6950 good 2024 – Lexisnexis address good 8/2024 – Revenue Commission website mailing address good 2023-24
7	Valerie Brown 1109 Anders Dr Mobile AL 36608-5656	Lexisnexis address good 10/2024
8	Valerie Brown 1484 Flamingo Dr Mobile AL 36605-2127	LexisNexis address good 8/2024

Parties with recorded liens per Title Report:

9	Alabama Medicaid Liens Division P. O. Box 5624 Montgomery, AL 36103-5624	Medicaid Lien for Robert Poellinetz, filed 1/8/2001 recorded 4/12/2001 BK 4959 Pg 441

Weed Lien – City of Mobile vs Robert J. Poellnetz, adopted 5/31/2016, recorded 6/7/2016 in LR 7387 Pg 938

Weed Lien – City of Mobile vs Robert J. Poellnetz, adopted 11/29/2016, recorded 1/10/2017 in LR 7466 Pg 258

Weed Lien – City of Mobile vs Robert J. Poellnetz, adopted 8/14/2007, recorded 10/24/2007 in LR 6278 Pg 1580

Weed Lien – City of Mobile vs Oliver Grumbs, adopted 9/11/2007, recorded 10/24/2007 in LR 6278 Pg 1591 **(may be a mistake on the name on this weed lien)**

Weed Lien – City of Mobile vs Robert J. Poellnetz, adopted 7/22/2008, recorded 8/1/2008 in LR 6420 Pg 577

Resolution fixing the costs for securing of structure against Robert L. Poellnetz, adopted 6/12/2018, recorded 6/22/2018 in LR 7651 Pg 216

Open Mortgages: NONE

Lis Pendens

Lis Pendens – City of Mobile vs Valerie Brown, filed 9/10/2024, recorded 10/9/2024, instrument number 2024064229

Lis Pendens – City of Mobile vs Robert J. Poellnetz (misspelled), filed 1/5/2016, recorded 1/26/2016, 7340-1865.

Lis Pendens – City of Mobile vs Robert J. Poellnetz (misspelled), filed 8/7/2015, recorded 8/7/2015, 7291-249.

RESOLUTION

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Yukers Street be given the honorary name of “Deacon Frederick E. Young Way”.

Adopted:

_____
City Clerk

RESOLUTION

Sponsored by: Councilmember William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Oak Drive be given the honorary name of “Lucille Gonzales Way”.

Adopted:

_____
City Clerk

A RESOLUTION DETERMINING WHAT OBJECTIONS SHALL BE ALLOWED AND WHAT OBJECTIONS SHALL BE OVERRULED TO THE REMOVAL OF NOXIOUS OR DANGEROUS WEEDS ON OR IN FRONT OF CERTAIN PARCELS OF LAND.

WHEREAS, notice has been duly given and posted at least five days prior to the date of this resolution in the manner provided by law offering full opportunity to all interested parties to object to the removal of noxious or dangerous weeds on the hereinafter described parcels of land, and the City Council of Mobile having held such public hearing in connection with the notices given and no objections having been filed or made by any of the interested parties; and

WHEREAS, Parcels Nos. 1 through **19** described in the resolution adopted on the **25th** day of **February**, 2025 have not been cleared of noxious and dangerous weeds and continue to be public nuisances.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, as follows:

SECTION 1. It is hereby ascertained and determined that the dangerous and noxious weeds growing on the hereinafter described parcels of real property are public nuisances, and it is hereby ordered and directed that the employees of the City of Mobile assigned to that work promptly remove the weeds on such parcels of property:

PARCELS OR PIECES OF PROPERTY ON WHICH NOXIOUS OR DANGEROUS WEEDS ARE TO BE REMOVED:

Parcels of real property located in the City of Mobile and more particularly described as Parcels Nos. 1 through **19**, as described in the resolution adopted on the **25th** day of **February, 2025**, and entitled: "A RESOLUTION DECLARING WEEDS GROWING UPON THE STREETS OR SIDEWALKS AND UPON PRIVATE PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF MOBILE TO BE NOXIOUS OR DANGEROUS AND TO BE PUBLIC NUISANCES AND PROVIDING FOR THE ABATEMENT OF SUCH NUISANCES."

(Lot Cleaning Liens, Group No.**1663** on file in the office of the City Clerk).

SECTION 2. The employees of the City of Mobile assigned to the work required by this resolution are hereby expressly authorized to enter upon such described pieces of property for the purpose of removing the weeds authorized by this resolution to be removed. The owner of any of the above-described pieces of property shall have the right to remove the weeds ordered by this resolution to be removed from this property provided such removal is done prior to the arrival of the employees of the City of Mobile against his property by reason of any action taken hereunder. An accurate account of the costs with respect to each piece of property shall be kept by the employees of the City of Mobile covering the costs of removing such weeds in front of or in front of or on each separate lot or parcel of land where the work is done by the City of Mobile or its employees, and promptly thereafter an itemized report in writing shall be made to the City Council showing such costs with respect to each separate lot or parcel of land but before the report is submitted to the City Council a copy of the itemized costs with respect to each such lot or parcel of land shall be posted for at least three days prior to such report on the door of the Council Chamber at the City Hall of Mobile, Alabama, together with a notice of the time when the report will be submitted to the City Council for confirmation.

Adopted:

_____

City Clerk

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

MEMORANDUM

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **March 21, 2025**

SUBJECT: **Repeat Weed Lien Invoices G-85**

Attached, please find invoices for completed Repeat Weed Lien Group Number(s) **85.** Please place these on the City Council's Agenda for **April 1, 2025.**

If you have any questions, please do not hesitate to contact Shelia Dean at 208-1528. Your cooperation and assistance in this matter is greatly appreciated.

sd

Copy to: Marchetta Taite

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

TO: Lana Gauthier, City Clerk's Office

FROM: Gary Jackson, Deputy Director

DATE: **March 21, 2025**

SUBJECT: REPEAT WEED LIEN GROUP **G-85**

Attached, please find Assessment Lists for Repeat Weed Lien Group **G-85** to Acts of Alabama Number **2015-115** adopted **May 6, 2015** and Municipal Ordinance Number **65-048**, adopted **December 5, 2017** the following Resolution Dates is established:

LETTERS SENT OUT TO NUISANCE PROPERTY OWNERS' DATE: 1/27/2025
NUISANCE ASSESSMENT OF LOTS DATE: 4/1/2025

In the event that any changes, corrections, or deletions are made to subject group, please notify Shelia Dean at 208-1528, as soon as possible.

**********FOR LOT CLEANING OFFICE USE**********

ABATEMENT PHOTO DATE: 2/6/2025

Copy to: Marchetta Taite

	REPEAT WEED LIEN		
	CONTRACT NUMBER	5310	
	GROUP 85	Res. No.	
1/27/2025	1st REPEAT WEED LIEN LETTERS SENT	11-058	
4/1/2025	REPEAT WEED LIEN LOTS TO BE ASSESSED FOR COST		

Item No.	Address	Old SRO Dis	Old SRO Case #	New Case #	Initial	Times cut within	Amount Assessed	CBD CBO
1	469 McCarley St	1		47162	4/2/2024	1	$ 605.54	
2	106 Michael Donald Ave	2	44857	47163	8/6/2022	3	$ 615.00	
3	913 Jakes Lane	2		47164	3/7/2023	1	$ 50.00	CBO
4	917 Jakes Lane	2		47165	3/7/2023	1	$ 450.00	
5	2014 Tucker St	1		47166	10/10/2023	1	$ 275.00	
6	2016 Tucker St	1		47167	10/10/2023	1	$ 453.00	
7	2019 Tucker St	1		47169	4/25/2023	1	$ 520.00	
8	424 Chin St	2		47170	3/7/2023	1	$ -	N/A
9	360 Chin St	2		47171	3/7/2023	1	$ 453.00	
10	469 Chin St	2		47172	3/7/2023	1	$ -	N/A
11	913 Cherry St	2		47173	3/7/2023	1	$ 351.00	
12	2400 Railroad St	2		47175	2/14/2023	1	$ 313.49	
13	474 McCarley St	1		47176	8/1/2023	1	$ 50.00	CBO
14	1154 Newman Lane	2		47177	3/7/2023	1	$ 275.00	
15	1863 Mott Dr S	1		47178	4/25/2023	1	$ 520.00	
16	851 Edwards St	2		47179	12/19/2023	1	$ 50.00	CBO
17	700 Whitney St	2		47180	3/7/2023	1	$ 593.00	
18	351 Ogden Ave	1		47181	3/26/2024	1	$ 324.78	
19	353 Ogden Ave	1		47182	3/26/2024	1	$ 593.00	
20	2353 Hart Ave	1		47183	11/29/2022	2	$ 50.00	CBO
21	1100 Wellington Ave	1		47184	8/15/2023	1	$ 348.00	
	Total						$ 6,889.81	

District total for this group

1	10
2	11
3	0
4	0
5	0
6	0
7	0
	21

Numbers of lots cut

1	8
2	7
3	0
4	0
5	0
6	0
7	0
	15

*CBO Cut By Owner
*N/A Taken out by Inspector
*ADD Added in from other Groups

Gary Jackson 3-25-25
Marchetta Dante 3-25-25

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

March 17, 2025

Lot Owner: **JKG PROPERTIES LLC**

Address: **6000 GRELOT RD**

City, State, Zip: **MOBILE, AL 36609**

Repeat Group Number: **85** Item # **1**

Lot Description: **LOT 135 DIV A MILLVILLE DBK 121 NS P 512 #SEC 17 T4S R1W #MP29 08 17 2 000 (29 08 17 2 000 011.XXX) 469 MCCARLEY ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		10,283	$	0.0125	$	**128.54**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		4	$	3.00	$	**12.00**
Debris Removal	Cubic Yard	45	$	7.00	$	**315.00**
		Total Project Cost:			$	**605.54**

Shelia Dean
SECRETARY

Marchette Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **85** Item # **2**

Lot Description: **BEG AT PT ON E/L OF HERNDON AVE 151 FT 6 IN N OF OLD SHELL RD TH RUN EWLY & NEARLY PAR WITH OLD SHELL RD 111 FT 5 IN M/L TO A PT ON THE W/L OF PPTY OF JAMES B SLADE TH NWLY & PAR WITH HERNDON AVE & ALG SLADE PPTY 37 FT TO A PT TH WWLY & NEARLY PAR WITH OLD SHELL RD 111 FT 4 IN M/L TO THE E/L OF HERNDON AVE TH SWLY ALG THE E/L OF HERNDON AVE 37 FT 6 IN TO THE POB BDY ON THE W BY HERNDON AVE S BY PPTY OF S R SCHERMA E BY PPTY OF JAMES B SLADE & N BY PPTY OF V M DENNIS BEING A PT OF LOT 13 HERNDON AVE ADD IN DBK 75 N S PG 56 BEING THE SAME PPTY AS REC RPBK 3333 PG 144-145 #SEC 40 T4S R1W #MP29 06 40 0 009 (29 06 40 0 009 108.XXX) 106 MICHAEL DONALD AVE**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,178	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	3	$	100.00	$	**300.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	20	$	7.00	$	**140.00**
		Total Project Cost:			$	**615.00**

Shelli Dean
SECRETARY

Marchelle Brute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

March 17, 2025

Lot Owner: **TRUMAN JOSHUA**

Address: **1355 SIR FRANCIS DRAKE BLVD APT 17**

City, State, Zip: **SAN ANSELMO, CA 94960**

Repeat Group Number: **85** Item # **3**

Lot Description: **LOT 4 BLK 5 LINCOLN PLACE # 1 DBK 156/233 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 050.XXX) 913 JAKES LN**

Nuisance Date: 1/27/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,448	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheila Dean
SECRETARY

Marchetta Foute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

March 17, 2025

Lot Owner: **CREIGHTON WILLIE LEE&**

YOW MARIO DION

Address: **1860 REDDY STREET**

City, State, Zip: **MOBILE, AL 36610**

Repeat Group Number: **85** Item # **4**

Lot Description: **LOT 5 BLK 5 LINCOLN PL #1 DBK 156/233 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 049.XXX) 917 JAKES LN**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,400	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	25	$	7.00	$	**175.00**
		Total Project Cost:			$	**450.00**

Shelia Dean
SECRETARY

Marchetta Foute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **AGEE CONSTANCE**

Address: **3921 FARGO WAY**

City, State, Zip: **NORTH HIGHLANDS, CA 95660**

Repeat Group Number: **85** Item # **5**

Lot Description: **LOT 10 BLK E EXC REAR OR N 20 FT OF SAID LOT 10 SUNNYMEAD SUB DBK 156 P 488 #SEC 44 T4S R1W #MP29 02 44 0 024 362 (29 02 44 0 024 362.XXX) 2014 TUCKER ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,000	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Shelia Dean
SECRETARY

Marchetta Tate
INSPECTOR

Gary Tate
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

March 17, 2025

Lot Owner: **AGEE CONSTANCE**

Address: **3921 FARGO WAY**

City, State, Zip: **NORTH HIGHLANDS, CA 95660**

Repeat Group Number: **85** Item # **6**

Lot Description: **LOT 11 BLK E SUNNYMEADE SUB DBK 156 P 488 ADD RPBK 3031/754 DT 12/86 ADD RPBK 3135/839 DT 7/87 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 363.XXX) 2016 TUCKER ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,000	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	25	$	7.00	$	**175.00**
		Total Project Cost:			$	**453.00**

Shelia Dean
SECRETARY

Marchetta Jute
INSPECTOR

Gary Parker
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **TMA FAMILY ESTATE INC**

Address: **1812 W BURBANK BLVD #566**

City, State, Zip: **BURBANK, CA 91506**

Repeat Group Number: **85** Item # **7**

Lot Description: **LOT 22 BLK D SUNNYMEADE DBK 156/488 #SEC 44 T4S R1W #MP29 02 44 0 024 (29 02 44 0 024 381.002) 2019 TUCKER ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,000	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	**245.00**
		Total Project Cost:			$	**520.00**

Shelia Peoples
SECRETARY

Marchetta Cute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **HARPER WARREN**

Address: **360 CHIN ST**

City, State, Zip: **MOBILE, AL 36610**

Repeat Group Number: **85** Item # **9**

Lot Description: **LOT 46 BLK 1 EAST HIGHLANDS SUB DBK 156 PG 594 GRT SEC 44 T4S R1W #SEC 44 T4S R1W #MP29 02 44 0 002 (29 02 44 0 002 033.XXX) 360 CHIN ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,859	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	25	$	7.00	$	**175.00**
		Total Project Cost:			$	**453.00**

Sheria Dean
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **STRATEGIC MUNICIPAL INVESTMETS LLC**

Address: **179 WASHINGTON LANE**

City, State, Zip: **JENKINTOWN, PA 19046**

Repeat Group Number: **85** Item # **11**

Lot Description: **LOT 4 IN BLK 3 IN LINCOLN PL #1 DBK 156/233 BEING A RES/D OF 13 1/2 ACS IN THE N 1/2 OF LOT 5 OF THE OWEN EARL SIMS & GRIFFIN S/D OF THE ST LOUIS TRT DBK 7 O S P 500 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 137.XXX) 913 CHERRY ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,590	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		2	$	3.00	$	**6.00**
Debris Removal	Cubic Yard	10	$	7.00	$	**70.00**
		Total Project Cost:			$	**351.00**

Shelia Dean
SECRETARY

Manchetta Foute
INSPECTOR

Tony Jack
SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **ALABAMA DEPT. OF REVENUE**
ATTN: SHELLY TICE
PROPERTY TAX DIVISION

Address: **P. O. BOX 327210**

City, State, Zip: **MONTGOMERY, AL 36132-7210**

Repeat Group Number: **85** Item # **12**

Lot Description: **LOTS 21 & 22 BATTOTTI PLACE DBK 93/428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 233.XXX) 2400 RAILOROAD ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		13,079	$	0.0125	$	**163.49**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**313.49**

Sherica Dean
SECRETARY

Marchetta Jute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **MITCHELL JERRY**

Address: **231 WOODLAKE MANOR DR**

City, State, Zip: **LAKEWOOD, NJ 07718**

Repeat Group Number: **85** Item # **13**

Lot Description: **N 1/2 OF LOTS 96, 98, & 97 DIV A MILLVILLE DBK 121 N S P 512 #SEC 17 T4S R1W #MP29 08 17 2 000 (29 08 17 2 000 030.XXX) 474 MCCARLEY ST**

Nuisance Date: 1/27/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,750	0	$	125.0000	$	-
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	50.00

Sheeia Dean
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **MCRAE ELIZABETH & CHARLES**
% LULA GRAHAM

Address: **1103 SUMMERVILLE ST**

City, State, Zip: **MOBILE, AL 36617**

Repeat Group Number: **85** Item # **14**

Lot Description: **LOT 66 BATTOTTI PLACE DBK 9 3 P 428 #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 103.XXX) 1154 NEWMAN ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	5,550	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**275.00**

Sheli a D Eaw
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **KENNEDY NELLIE W, RENALDO T, RENALD T FERGUSON & TERMAINE FERGUSON**

Address: **1521 BAYONNE DR**

City, State, Zip: **LA PLACE, LA 70068-3113**

Repeat Group Number: **85** Item # **15**

Lot Description: **LOT 42 RICHLAND PL MBK 4 P 133 #SEC 42 T4S R1W #MP29 07 42 0 001 (29 07 42 0 001 371.XXX) 1863 S MOTT DR**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,510	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	35	$	7.00	$	245.00
		Total Project Cost:			$	520.00

Sheila Dean
SECRETARY

Marchetta Tate
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **WINBUSH REBECCA & WILLIAM**
C/O NICOLE LEEPER

Address: **3035 SANDY CIR**

City, State, Zip: **RIVERDALE, GA 30296-1661**

Repeat Group Number: **85** Item # **16**

Lot Description: **LOTS 7, 8, 9 & 10 BLK A GRIMES & WINBUSH SUB MBK 11 P 192 LESS & EXC FOR RD ROW #SEC 44 T3S R1W #MP22 08 44 0 019 (22 08 44 0 019 295.XXX) 851 EDWARDS ST**

Nuisance Date: 1/27/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	15,949	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Shelia Dean
SECRETARY

Marchetta Foute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **SANDERS WILLIE D & WILLIE ROY**
C/O TELLIS SANDERS

Address: **RR 1 BOX 230**

City, State, Zip: **CASTLEBERRY, AL 36426-9801**

Repeat Group Number: **85** Item # **17**

Lot Description: **LOT 21 2ND ADD TO CARVER HO MES MBK 5 P 57 #SEC 44 T4S R1W #MP29 02 44 0 021 (29 02 44 0 021 011.XXX) 700 WHITNEY ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	4,984	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	45	$	7.00	$	315.00
		Total Project Cost:			$	593.00

Shoeia Dean
SECRETARY

Marchetta Jaite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **WEAVER MABEL O**
C/O PATRICIA SNOW

Address: **P. O. BOX 21267**

City, State, Zip: **TUSCALOOSA, AL 35402-1267**

Repeat Group Number: **85** Item # **18**

Lot Description: **LOTS 10 & 11 BLK O NEESES A DD TO CRICHTON MBK 4 P 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 041.XXX) 351 OGDEN AVE**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft		13,982	$	0.0125	$	**174.78**
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**324.78**

Shelia Dean
SECRETARY

Marchetta Taite
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice

March 17, 2025

Lot Owner: **WEAVER PATRICIA A**

Address: **P. O. BOX 21267**

City, State, Zip: **TUSCALOOSA, AL 35402-1267**

Repeat Group Number: **85** Item # **19**

Lot Description: **LOT 9 BLK O NEESES ADD TO CRICHTON MBK 4 NS P 168 #SEC 18 T4S R1W #MP29 08 18 1 002 (29 08 18 1 002 040.XXX) 353 OGDEN AVE**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	6,641	1	$	125.0000	$	125.00
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	50.00
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	100.00
Per Spare Tire		1	$	3.00	$	3.00
Debris Removal	Cubic Yard	45	$	7.00	$	315.00
		Total Project Cost:			$	593.00

Sheleia Dean
SECRETARY

Marchetta Jones
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **DAVIS JOE JR & MICHELLE M**

Address: **1490 E 3RD AVE**

City, State, Zip: **BAY SHORE, NY 11706-3022**

Repeat Group Number: **85** Item # **20**

Lot Description: **LOT 7 & E 19 FT OF LOT 8 BL K 1 SUMMERVILLE PL MBK 3 P 632 #SEC 44 T4S R1W #MP29 02 44 0 029 (29 02 44 0 029 075.XXX) 2353 HART AVE**

Nuisance Date: 1/27/2025

Date lot was cut: N/A Contractor: N/A

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft		0	$	125.0000	$	-
standard rate<10,000 sqft	12,388	0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	0	$	100.00	$	-
Per Spare Tire		0	$	3.00	$	-
Debris Removal	Cubic Yard	0	$	7.00	$	-
		Total Project Cost:			$	**50.00**

Sheeia Dean
SECRETARY

Marchetta Faute
INSPECTOR

SUPERVISOR

MOBILE
ALABAMA

MUNICIPAL ENFORCEMENT DEPARTMENT

Repeat Lot Cleaning Invoice
March 17, 2025

Lot Owner: **REYNOLDS EDW J & OLIVIA**

Address: **10730 HUNTER CIRCLE WEST**

City, State, Zip: **MOBILE, AL 36695**

Repeat Group Number: **85** Item # **21**

Lot Description: **LOT 1 GARDINA SUB MBK 5 PG 163 #SEC 44 T4S R1W #MP29 02 44 0 013 (29 02 44 0 013 421.XXX) 1100 WELLINGTON ST**

Nuisance Date: 1/27/2025

Date lot was cut: 3/11/2025 Contractor: Mr. Isaac Sampson

ITEM	UNIT	QUANTITY/SQ FT		PRICE/UNIT		COST
base rate>10,000 sqft	7,500	1	$	125.0000	$	**125.00**
standard rate<10,000 sqft		0	$	0.0125	$	-
Administration Fee		1	$	50.00	$	**50.00**
Administrative Penalty-Additional Cuts	Each	1	$	100.00	$	**100.00**
Per Spare Tire		1	$	3.00	$	**3.00**
Debris Removal	Cubic Yard	10	$	7.00	$	**70.00**
		Total Project Cost:			$	**348.00**

Sheila Dean
SECRETARY

Marchetta Foote
INSPECTOR

SUPERVISOR

RESOLUTION ASSESSING THE COST OF REMOVAL OF NOXIOUS OR DANGEROUS WEEDS IN FRONT OF OR ON CERTAIN PARCELS OF LAND IN THE CITY OF MOBILE, ALABAMA.

WHEREAS, an itemized report in writing has been made to the City Council of Mobile, showing the costs of removing noxious or dangerous weeds on or in front of the hereinafter described parcels of land, a copy of such report having first been posted on the Council Chamber door more than three days prior to the meeting at which the report was received, and the City Council having heard the report, together with any objections which may have been raised by any of the property owners liable to be assessed for the work of culling such weeds, and the City Council being of the opinion that such report in all respects be confirmed.

IT IS THEREFORE RESOLVED BY THE CITY COUNCIL OF MOBILE as follows:

Section 1. The amount set opposite each described parcel of real property contained in Exhibit "A," a copy of which is on file in the Office of the City Clerk and made a part hereof as though set forth in full and known as **Repeat Weed Lien Group G-85** shall constitute special assessments against such respective parcels of land; and each such parcel of land is hereby assessed with the amount set opposite its description; and the assessment hereby, made and confirmed shall constitute a lien on and against each such respective parcel of land for the amount of each respective assessment so made; and the report made to this body of the costs of removing the noxious or dangerous weeds on or in front of the respective parcels of land is hereby in all respects confirmed.

Section 2. It is directed that a copy of this resolution be delivered to the Tax Collector of the City of Mobile, and it shall be his duty to add the amounts of the above respective assessments to the next regular bills for ad valorem taxes levied against the said respective lots and parcels of land for municipal purposes, and such amounts shall be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and same procedure on foreclosure and sale as in the case of delinquency as provided for ordinary ad valorem taxes.

Adopted:

_____

City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Cory Penn

WHEREAS, *Councilmember Penn wishes to appropriate* ***$500.00*** *to* ***People United to Advance the Dream Mobile, Inc.****,* from the *District 1 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***People United to Advance the Dream Mobile, Inc.****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***People United to Advance the Dream Mobile, Inc.****,* will be used to *assist with the annual event to help reduce gun violence.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$500.00*** *to* ***People United to Advance the Dream Mobile, Inc.****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember William Carroll

WHEREAS, *Councilmember Carroll wishes to appropriate* ***$2,500.00*** *to* ***Mothers Involved Against Gun Violence****,* from the *District 2 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Mothers Involved Against Gun Violence****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Mothers Involved Against Gun Violence****,* will be used to *assist with the costs associated with upcoming events.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$2,500.00*** *to* ***Mothers Involved Against Gun Violence****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: Councilmember Ben Reynolds

WHEREAS, *Councilmember Reynolds wishes to appropriate* ***$1,000.00*** *to* ***Boyington Oak Society****,* from the *District 4 Discretionary Fund (10041020 42080)*; and

WHEREAS, ***Boyington Oak Society****,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to ***Boyington Oak Society****,* will be used to *assist with the 6th Annual Boyington Oak Festival.*

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an appropriation *of* ***$1,000.00*** *to* ***Boyington Oak Society****,* for the purposes described hereinabove and pursuant to language in the request serves a public purpose and the Council further approves and directs the payment of same.

Adopted:

_____
City Clerk

03-553 **2025**

R E S O L U T I O N

Sponsored by: Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that Allen Williams is appointed as a supernumerary to the Board of Adjustment effective immediately for a term ending April 1, 2028.

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

Attached

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Benjamin Reynolds, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize the Purchase and Sale Agreement and to accept the Deed for the acquisition of 5.5± acres of land known as 1668 W Interstate 65 Service Rd. S for the price of $855,000.00

Amount of Contract:
$855,000.00 Plus closing costs

Funding Source
C0718

ATTACHMENTS:
1. Resolution 1668 W Interstate 65
2. PSA Signed
3. Capital Sheet
4. Agenda Item Summary Sheet (1)

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and hereby are, authorized to execute Purchase and Sale Agreement and to accept the Deed for the acquisition of 5.5± acres of land, commonly known as 1668 W Interstate 65 Service Rd. S Mobile, AL 36609, and more particularly described on Exhibit A, attached hereto and made a part hereof, as set out in the instruments attached hereto for the price of $855,000.00 plus closing costs, pending approved Resolution of fund transfer.

Said property is being conveyed to the City of Mobile by Trinity Christian Center of Santa Ana, Inc.

Be it resolved that the Executive Director of Finance be and is authorized and directed to issue payment in the amount of the sales price plus closing costs, less prorate share of property taxes payable to Title Company, Anders, Boyett, Brady & Smith, PC.

Be it further resolved that the Director of Real Estate Asset Management of the City of Mobile is hereby authorized and directed to execute for and in the name and on behalf of the City of Mobile whatever supporting documents, affidavits, closing statements, or other ancillary forms necessary to complete the purchase of said property.

Adopted :

_____

City Clerk

Exhibit "A"
1668 W Interstate 65 Service Rd S

PARCEL NO. 1: 2807390003027 / KEY NO. 00572598, PARCEL NO. 2: 2807390003032.01 / KEY NO. 01754809, and PARCEL NO. 3: 2807390003033.001 / KEY NO. 01993383:

The Land referred to herein below is situated in the County of Mobile, State of Alabama and is described as follows:

PARCEL 1:
Lot 1, Trinity Broadcasting Subdivision, according to the plat thereof recorded in Map Book 92, Page 69 of the records in the Office of the Judge of Probate, Mobile County, Alabama.

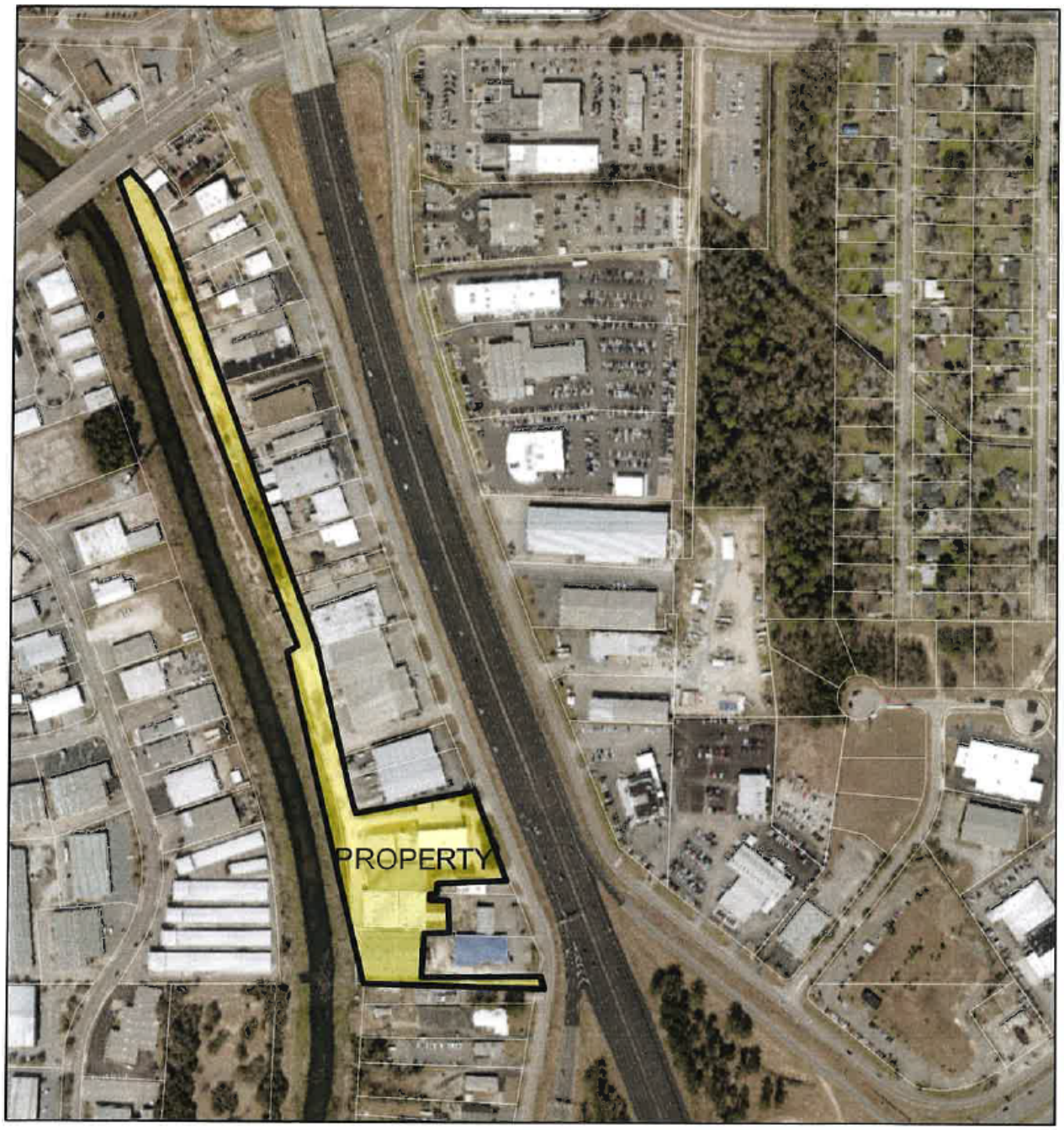
PARCEL 2:
That part of Lot 20, Belt Line Plaza, according to plat recorded in Map Book 13, Pages 49A and B of the Probate Court Records of Mobile County, Alabama, described as follows: Commencing at the Northeast corner of said Lot 20, run North 89 degrees 08 minutes 18 seconds West along the North line of said Lot 20, a distance of 240.47 feet to the point of beginning of the property herein described, thence continuing North 89 degrees 08 minutes 18 seconds West along said North line of Lot 20, run 200.20 feet to the Northwest corner of said Lot 20, thence along the West line of said Lot 20, and along the arc of a curve to the right having a radius of 1532.70 feet, run Southwardly 100 feet to the Southwest corner of said Lot 20, thence run South 89 degrees 12 minutes East along the South line of said Lot 20, a distance of 191.35 feet, thence run North 00 degrees 33 minutes 34 seconds East 99.21 feet to the point of beginning; SUBJECT TO an easement for private road over the West 30 feet of this property; together with the following described 20 foot easement for ingress and egress: That part of Lot 20, Belt Line Plaza, according to plat recorded in Map Book 13, Pages 49A and B, of the Probate Court Records of Mobile County, Alabama, described as follows: Beginning at the Northeast corner of said Lot 20, run North 89 degrees 08 minutes 18 seconds West along the North line of said Lot 20, a distance of240.47 feet, thence run South 00 degrees 33 minutes 34 seconds West 20.0 feet, thence run South 89 degrees 08 minutes 18 seconds East 248.62 feet to a point on the East line of said Lot 20, thence run North 21 degrees 35 minutes West along said East line of Lot 20, a distance of 21.64 feet to the point of beginning.

PARCEL 3:
Beginning at the Southeast corner of Lot 21, Belt Line Plaza, as recorded in Map Book 13, Page 49 of the Probate Court Records, Mobile County, Alabama, said point being on the West right of way line of Interstate Highway No. 65, thence along said West line of Interstate Highway No. 65 run North 08 degrees 32 minutes East 19.64 feet to a point on the Eastward projection of a fence; thence along said Eastward projection and along said fence run South 89 degrees 33 minutes West 308.38 feet to a fence corner; thence along a fence run North 00 degrees 49 minutes West 124.54 feet to a point on the North boundary of said Lot 21; thence along said North boundary of Lot 21 run North 89 degrees 12 minutes West 177.76 feet to the Northwest corner of said Lot 21, said point being on the East right of way line of Wragg Swamp Drainage Canal and also being on the arc of a 1532.70 foot radius curve concave Westwardly; thence along said East right of way line of Wragg Swamp Drainage Canal and along said arc of curve run Southwardly 127.20 feet to the P. T. of said curve; thence continuing along said East line of Wragg Swamp Drainage Canal run South 02 degrees 07 minutes 43 seconds West 20.52 feet to the Southwest corner of said Lot 21; thence along the South boundary of said Lot 21 run North 89 degrees 34 minutes East 485.31 feet to the point of beginning.

SAID PARCELS 1, 2, & 3 BEING OTHERWISE DESCRIBED ACCORDING THAT CERTAIN SURVEY OF ROWE ENGINEERING & SURVEYING DATED MARCH 19, 2025 AS FOLLOWS:
Beginning at the Northeast corner of Lot 1, Trinity Broadcasting Subdivision, as recorded in Map Book 92, Page 69, Probate Court Records, Mobile County, Alabama, run South 21°-21'-51" East and along the East line of said Lot 1, a distance of 257.56 feet to the Northeast corner of Lot 2, Beltline Plaza, Resubdivision of Lot 19, Beltline Plaza, as recorded in Map Book 15, Page 87, said Probate Records; thence North 89°-59'-11" West and along the North line of said Lot 2, a distance of 195.23 feet; thence South 00°-54'-55" East, 35.62 feet; thence North 88°-55'-09" West, 30.26 feet;

thence South 00°-46'-43" West, 99.29 feet; thence North 88°-58'-51" West, 12.69 feet; thence South 00°-35'-51" East, 124.50 feet; thence North 89°-46'-09" East, 307.68 feet to a point on the West right-of-way line of I-65 Services Road West; thence South 08°-45'-09" West, 19.64 feet; thence South 89°-47'-09" West, 485.31 feet to a point on the Eastern right-of-way line of Bragg Swamp Drainage Canal (200 foot right-of-way); thence along said Eastern right-of-way line as follows: North 02°-20'-52" East, 20.52 feet to the PC of a 1532.70 foot radius curve to the left; thence Northwardly and Westwardly along the arc of said curve (chord bears North 08°-29'-45" West, 591.27 feet), a distance of feet 595.00 feet; thence North 19°-45'-57" West, 299.75 feet; thence North 70°-47'-14" East, 34.69 feet; thence North 19°-41'-51" West, 1076.96 feet to the PC of a 954.00 foot radius curve to the left; thence Northwardly and Westwardly along the arc of said curve (chord bears North 28°-07'-18" West, 268.87 feet), a distance of feet 269.77 feet to a point on the Southerly right-of-way line of Cottage Hill Road (right-of-way varies); thence North 51°-55'-48" East and along said Southerly right-of-way line, 50.12 feet to the Northwest corner of part of Lot 1, Beltline Plaza, as recorded in Map Book 13, Page 49, said Probate Records; said point being in the arc of a 1004.00 foot radius curve to the right; thence Southwardly and Eastwardly along the arc of said curve (chord bears South 28°-08'-32" East, 284.80 feet), a distance of 285.76 feet; thence South 19°-41'-51" East, 1076.96 feet; thence South 12°-43'-49" East, 471.26 feet; thence North 79°-15'-14" East, 334.53 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:
Commencing at the intersection of the South right-of-way of Cottage Hill Road and the East right-of-way of Montlimar Creek, thence run Southeastwardly 252.01 feet to a point, thence run Southeastwardly 1,076.96 feet to a point, thence run Southwestwardly 35 feet to a point, thence run Southeastwardly 367.06 feet along a curve, thence run Eastwardly 50 feet to a point, thence run Northwestwardly 686 feet to a point, thence run Northwestwardly 1,076.96 feet to a point, thence run Northwestwardly 250.67 feet to the South right-of-way of Cottage Hill Road, thence run Southwestwardly 50 feet along the South right-of-way of Cottage Hill Road to the point of beginning, as per plat of Belt Line Plaza appearing in Map Book 13, Page 49, Mobile County Probate Court records.
Parcel ID#02-28-07-39-0-003-051


PROPERTY

STATE OF ALABAMA
COUNTY OF MOBILE

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of April 2025 by and between **Trinity Christian Center of Santa Ana, Inc.,** hereinafter referred to as "Seller" and **CITY OF MOBILE**, an Alabama Municipal Corporation, hereinafter referred to as "Buyer".

RECITALS:

WHEREAS, this purchase and sale is contingent on the approval and consent of the Mobile City Council;

W I T N E S S E T H:

That the parties hereto in consideration of the mutual promises and covenants hereinafter set forth do hereby agree that Seller promises to sell and Buyer promises to purchase the property "AS IS, WHERE IS" and subject to the terms and conditions contained below, that certain real property, hereinafter referred to as "the Property," owned by Seller and situated in the City of Mobile, Mobile County, Alabama, consisting of land and improvements located at 1668 W. Interstate 65 Service Road S. Mobile, AL and more particularly described on Exhibit "A", attached hereto and made a part hereof with legal descriptions to be provided on the ALTA survey that the Seller is having prepared.

1. PURCHASE PRICE

The total Purchase Price for this property shall be EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100 ($ 855,000.00) DOLLARS.

2. TERMS OF PAYMENT

Buyer shall pay to Seller in cash at the closing of said Purchase and Sale the sum of EIGHT HUNDRED FIFTY-FIVE THOUSAND AND NO/100 ($855,000.00) DOLLARS. All earnest money shall be applied to the Purchase Price at Closing.

3. EARNEST MONEY

Within five (5) days of full execution of this contract, Buyer shall deposit TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) (the Earnest Money Deposit in certified funds) evidencing Buyer's good faith. Said funds to be deposited in escrow with Anders, Boyett, Brady & Smith, PC, 3800 Airport Blvd, Suite 203 Mobile, AL 36608 ("Escrow Holder") to be applied to the purchase price. If the title is not marketable, or other contingencies or provisions as hereinafter specified cannot be met, this deposit is to be refunded to Buyer, otherwise to be retained by Sellers. In the event of default by Buyer, all deposits made hereunder may be forfeited as liquidated damages at Sellers' election, or alternatively, Seller may retain such deposits as part payment of the purchase price and pursue Sellers' legal or equitable remedies hereunder against Buyer.

If Escrow Holder is notified in writing of a dispute between Buyer and Seller regarding the Earnest Money Deposit, Escrow Holder shall be entitled to interplead the Earnest Money into a court of competent jurisdiction in Mobile County, Alabama, whereupon Escrow Holder shall be released from all obligations and liability hereunder.

4. CLOSING AND POSSESSION

This sale shall be closed at Anders, Boyett, Brady & Smith, PC, 3800 Airport Blvd, Suite 203 Mobile, AL 36608 on or before thirty (30) days from the effective date hereof, unless otherwise terminated by Buyer in accordance with the terms herein, ("Closing Date"), with possession upon closing.

5. CLOSING COSTS

I. Seller- Seller shall be responsible for the costs to prepare the Statutory Warranty Deed, the Premium for the Owner's Policy of Title Insurance, the Phase One Environmental Site Assessment, the ALTA Survey, the real estate commissions and all costs associated with any necessary correcting any title or survey matters.

II. Buyer- Buyer shall be responsible for all other closing costs including the closing fee and all recording costs and deed taxes and its own legal fees.

6. EXISTING TENANT

The parties hereto acknowledge that there is a tenant occupying a portion of warehouse area situated on the Property and that the tenant is occupying said warehouse space on a month-to-month basis. Buyer will be purchasing the Property subject to the month-to-month lease. Seller shall provide Buyer with any documentation in its possession relating to said lease/tenant.

7. TITLE AND CONVEYANCE

At the closing, Seller shall convey to Buyer by Statutory Warranty Deed, the indefeasible estate in fee simple to the Property, free and clear of all liens and encumbrances and subject only to the following:

(a) Current ad valorem taxes not yet due and payable at the time of closing.
(b) Standard exceptions of title insurance commitments issued within the State of Alabama.

8. COMMITMENT FOR TITLE INSURANCE

Within five (5) days from the date of the mutual execution of this Agreement Seller shall obtain and deliver to Buyer a commitment for title insurance from Anders, Boyett, Brady & Smith, PC, in the full amount of the purchase price, said commitment shall obligate its issuer to provide an Owner's Guaranty of Title subject only to the exceptions described in Paragraph 7 above.

9. BUYER'S CONDITIONS PRECEDENT TO CLOSING

This Purchase and Sale Agreement is subject to and conditioned upon Buyer's satisfaction to the following:

I. Due Diligence

Buyer shall have thirty (30) days from the complete execution of this document to perform all studies and tests necessary for Buyer's intended project ("Due Diligence Period"). In the event that during the Due Diligence Period all conditions are found to be

acceptable, at Buyer's sole discretion, Buyer shall notify Sellers in writing to proceed to closing. Should Buyer so proceed, sale shall be closed within three (3) days after all necessary documents are ready. If on or before the expiration of the Due Diligence Period Buyer determines that the Property is not acceptable to Buyer for any reason whatsoever in Buyer's sole and absolute discretion, then Buyer shall have the unqualified right, at its election, to cancel and terminate this Agreement by written notice delivered to Sellers on or before the expiration of the Due Diligence Period, whereupon the Earnest Money shall be refunded to Buyer and this Agreement shall be deemed canceled and terminated and neither Seller nor Buyer shall have any further obligation or liability to the other hereunder.

II. Property Inspection

Seller shall grant Buyer or Buyer's agents the right to go upon the subject property and conduct such soil, engineering, environmental, and other tests, as Buyer deems desirable. Buyer shall pay all costs associated with any testing. Buyer shall not commit any waste of said property and shall be responsible for restoring the property to its original condition.

Within five (5) days of this executed contract, Seller will provide to Buyer upon request all available tests, studies, inspections, reports, surveys, maps, drawings, or any pertinent information to the subject property to the Buyer without warranty.

Seller shall provide Buyer with copies of the Phase One Environmental Site Assessment and ALTA survey that is being prepared and paid for by Seller along with reliance letters.

10. RISK OF LOSS

Pending the close of this transaction, the risk of loss or damage shall be on the Seller. At closing Seller shall deliver to Buyer possession of the Property in substantially the same condition as on the date of this Agreement.

11. DISCLAIMER

Neither Buyer nor Seller have relied upon, been given, or offered any legal advice or opinions by real estate agents or brokers in connection with this Purchase and Sale Agreement or in the preparation of this Agreement, nor are agents or brokers to be held liable for any condition or non-performance of this Agreement.

12. PRORATIONS

All Ad Valorem taxes and rents are to be prorated as to the date of closing of this transaction. All bills and expenses shall also be prorated as of the closing date.

13. WAIVERS AND OTHER AGREEMENTS

This contract shall constitute the entire Purchase and Sale Agreement for the Property between the Seller and the Buyer, all other Purchase and Sale Agreements between Seller and Buyer for the Property, written or verbal, of any kind whatsoever being superseded and replaced by this Agreement. Any party hereto may waive any condition or requirement in favor of said party, or any default or defect in the performance of any other party hereto by giving notice of such waiver in writing to all parties hereto.

14. NOTICES

All notices, deliveries, or tenders given or made in connection herewith shall be deemed complete and legally sufficient if in writing and if delivered or mailed by U.S. First Class Mail, postage prepaid, and deposited in a post office in the continental United States, or by facsimile with verification of transmission and properly addressed to the respective party for whom same is intended, to wit:

To the Sellers:	To the Buyer:
Attn. Mr. Joe Russo Trinity Christian Center of Santa Ana, Inc. 2442 Michelle Drive Tustin, CA 92780	City of Mobile, Real Estate Dept. P.O. Box 1827 Mobile, AL 36633-1827 Attn: Carleen Stout

15. HEADINGS

The numbered headings herein written are for the purposes of easy reference only and have no other application or effect.

16. SPECIAL PROPERTY ASSESSMENT

All special property assessments that have become a lien on the subject Property prior to the date of closing shall be paid by the Sellers without proration.

17. GOVERNING LAW

This contract shall be governed by and interpreted under the laws of the State of Alabama, and jurisdiction for any dispute shall be Mobile County, Alabama.

18. BINDING EFFECTS

The covenants herein contained shall be binding upon and inure to the benefit of the heirs, personal representatives, administrators, executors, successors and assigns of the respective parties hereto.

19. TIME

Time is of the essence with this Agreement.

20. CONSTRUCTION OF AGREEMENT

All provisions of this Agreement have been subject to full and careful review by and negotiation between Buyer and Seller. Each such party has availed itself of such legal advice and counsel as it, respectively, has deemed appropriate. The parties hereto agree that neither one of them shall be deemed to be the drafter or author of this Agreement, and in the event this Agreement is subject to interpretation or construction by a court of law or panel of arbitration, such court or panel shall not construe this Agreement or any portion hereof against either party as the drafter of this Agreement.

21. NON-DISCRIMINATION.

Buyer and Seller shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

22. IMMIGRATION.

By signing this Agreement the contracting parties affirm for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

23. AGENCY DISCLOSURE

The listing company, Metcalfe and Company, Inc. is:
(Two blocks may be checked)

X An agent of the Seller.

☐ An agent of the Buyer.

☐ An agent of both the seller and buyer and is acting as a limited consensual dual agent.

☐ Assisting the ___ Buyer __Seller as a transaction broker.

The selling company, Metcalfe & Company, Inc. is:
(Two blocks may be checked)

X An agent of the Seller.

☐ An agent of the Buyer.

☐ An agent of both the Seller and Buyer and is acting as a limited consensual dual agent.

☐ Assisting the ___ Buyer ___Seller as a transaction broker.

Sellers Initials____ **Buyer's Initials** _____

24. SELLERS' REPRESENTATIONS, WARRANTIES.

Seller represents and warrants that:

(i) Seller is the sole owner of the property and will execute all necessary contracts to transfer ownership upon approval of City Council.

(ii) Seller is aware of no pending or threatened condemnation or similar or similar proceedings affecting the Property or any portion thereof, nor has Seller knowledge that any such action is presently contemplated;

(iii) To the best of Sellers knowledge, the Property is not in violation of or subject to any existing, pending or threatened investigation or inquiry by any governmental authority or to any remedial obligations under any applicable laws pertaining to health or the environment;

(iv) To the best of Seller's knowledge, no hazardous substances or solid wastes have been disposed of or otherwise released on the Property; at execution of this agreement Seller shall furnish to Buyer copies of all environmental studies which Seller has had performed or otherwise have in their possession pertaining to the Land, if any. Seller has not used, nor authorized nor allowed the use of the Land for the handling, treatment, storage,

disposal or release of any hazardous or toxic substance as defined under any applicable state or federal law or regulation including without limitation CERCLA. Seller has no knowledge of any environmental matters pertaining to said Property.

(v) Unless otherwise provided for herein, Buyer expressly acknowledges that neither Seller nor Seller's Agents have made any representations or warranties to Buyer whatsoever concerning the Property or any matters related to the Property, including the existence of any environmental hazards or concerns including, but not limited to, asbestos or asbestos containing materials or petroleum hydrocarbons and, in entering into this Agreement, Buyer is not relying on any such representations or warranties.
Buyer has examined and inspected or shall fully examine and inspect the Property prior to closing and shall become thoroughly familiar with the title, condition, status and suitability of the Property, and shall not rely upon any representation, warranty, statement, act or omission of Seller or of any agent of Seller, Unless Buyer terminates this Agreement by reason of any right to do so under this Agreement, Buyer is willing to and Buyer shall purchase the Property and Seller shall sell the Property "As Is", "Where Is" at the closing.

(vi) To the best of Sellers knowledge, no portion of the Property is affected by any special assessments, whether or not constituting a lien thereof.

IN WITNESS HEREOF, the parties hereto have executed or caused to be executed this instrument as of the day and year first above written.

SELLER: Trinity Christian Center of Santa Ana, Inc.

By:_____ Date 07 /25 /2025
Its: Chief Business Officer

BUYER: CITY OF MOBILE

BY_____ Date___/___/2025
William S. Stimpson, As Its Mayor

STATE OF Ohio)
COUNTY OF Mahoning)

I, Patricia Scahill a Notary Public in and for said County said State, hereby certify that Frank J. Amedia, as the CBO of Trinity Christian Center of Santa Ana, Inc. whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the 25th day of March 2025.

Patricia Scahill
NOTARY PUBLIC

My commission expires: april 30, 2027

Patricia Scahill
Notary Public
State of Ohio
Recorded in Mahoning County
Certificate # 2017-RE-649604
My Commission Expires
April 30, 2027

STATE OF _____)
COUNTY OF _____)

I,_____ a Notary Public in and for said County in said State, hereby certify that _____, as the Mayor of the City of Mobile whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this date, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this the _____day of _____ 2025.

_____
NOTARY PUBLIC

My commission expires:

EXHIBIT "A"

3/26/2025, 10:36:03 AM

Override 1

Parcel Details

1:4,497

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: _____

CAPITAL PROJECT # C0718 **DATE OF RECEIPT** _____

DEPT. PROJECT # BG-054-22

PROJECT DESCRIPTION Acquisition of 1668 W Interstate 65 Service Rd. S.

CONTRACT AMOUNT $ 855,000.00 plus closing costs

VENDOR NAME Anders, Boyett, Brady & Smith

VENDOR NUMBER 292172

DEPT # 3038 **DEPT NAME** Real Estate

CONTRACT ADMINISTRATOR Carleen Stout

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	☆ Land / Bldg Purchase
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ **N** X; 5% of the 1st 50% _____ or If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Carleen Stout **Date** 3-27-25 3-27-25

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Benjamin Reynolds, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize the Purchase and Sale Agreement and to accept the Deed for the acquisition of 5.5± acres of land known as 1668 W Interstate 65 Service Rd. S for the price of $855,000.00·

Amount of Contract:
$855,000.00 Plus closing costs

Funding Source
C0718

ATTACHMENTS:

1. Resolution 1668 W Interstate 65
2. Capital Summary Sheet
3. PSA Signed

REVIEWERS:
Stacey Howard
Carleen Stout
Brenda Rhodes
Chris Kern
James Barber

CAPITAL CONTRACT SUMMARY SHEET

C#5317

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
The attached reimbursable agreement between Alabama Power and the City of Mobile is part is a pre-construction initiative to relocate all overhead facilities from St. Louis Street, allowing for a clean overhead streetscape and clear path for new sidewalks and pedestrian lighting. The projects included in this agreement relocate electrical facilities at the following intersections: St. Louis and Cedar, St. Louis and N. Dearborn, St. Louis and N. Warren, and St. Louis and N. Scott. These are the final three Alabama Power projects to accomplish on this street prior to construction. Alabama Power has contributed $243,550.63 to six additional projects on St. Louis.

The Innovating St. Louis Street: Mobile's Technology Corridor project grant was awarded to the Alabama Department of Conservation and Natural Resources under the Direct Component for the planning, designing and reconstruction of the existing utilities along St. Louis Street in Mobile, AL. The
project will repair and replace deteriorated infrastructure on St. Louis Street in the downtown business district of the City of Mobile. This project was awarded on February 25, 2020, and the City of Mobile is the subrecipient. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act/Direct Component/US Treasury).

Amount of Contract:
$120,603.00

Funding Source
C0322

ATTACHMENTS:

1. Cover letter APCO reimbursable
2. APCO (D) CIty Form #2 Agreement
3. APCO (D) Sketch 1 Package
4. Invoice_WO_A655323A423
5. APCO (D) Sketch 2 Package
6. Invoice_WO_A655323A523
7. APCO (D) Sketch 3 Package
8. Invoice_WO_A655323A723
9. STL_APCOAgreement_RESOLUTION_rcp

REVIEWERS:
Jennifer Greene
Nicholas Amberger
Brenda Rhodes
Chris Kern
James Barber

March 18, 2025

Dear Councilmembers:

The attached reimbursable agreement between Alabama Power and the City of Mobile is part is a pre-construction initiative to relocate all overhead facilities from St. Louis Street, allowing for a clean overhead streetscape and clear path for new sidewalks and pedestrian lighting. The projects included in this agreement relocate electrical facilities at the following intersections: St. Louis and Cedar, St. Louis and N. Dearborn, St. Louis and N. Warren, and St. Louis and N. Scott. These are the final three Alabama Power projects to accomplish on this street prior to construction. Alabama Power has contributed $243,550.63 to six additional projects on St. Louis.

The Innovating St. Louis Street: Mobile's Technology Corridor project grant was awarded to the Alabama Department of Conservation and Natural Resources under the Direct Component for the planning, designing and reconstruction of the existing utilities along St. Louis Street in Mobile, AL. The project will repair and replace deteriorated infrastructure on St. Louis Street in the downtown business district of the City of Mobile. This project was awarded on February 25, 2020, and the City of Mobile is the subrecipient. These federal funds originated from the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act/Direct Component/US Treasury).

We look forward to continued communication on this important project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Engineering and Infrastructure

REIMBURSABLE AGREEMENT
FOR RELOCATION OF UTILITY FACILITIES
ON PRIVATE OR PUBLIC RIGHT-OF-WAY

	PROJECT NUMBER	
✔ Private Right-of-Way	CITY NUMBER	2018-3005-19
☐ Public Right-of-Way	CITY	Mobile

THIS AGREEMENT is entered into by and between the **CITY** of Mobile acting by and through its Mayor, hereinafter referred to as the **CITY**, and Alabama Power Company (Distribution), hereinafter referred to as the **UTILITY**.

WITNESSETH:

WHEREAS, the **CITY** proposes a project of certain highway improvements in City Of Mobile Alabama, said project being designated as Project No. 2018-3005-19 and consisting approximately of the following: City improvements on St.Louis Street Project; and

WHEREAS, the **UTILITY** is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

WHEREAS, the **CITY** has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the **UTILITY** to relocate same; and

WHEREAS, the Alabama Department of Transportation will use Federal funds allocated to the **CITY**, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the **CITY'S** expenses incurred in adjusting the utilities facilities;

NOW, THEREFORE, the parties hereto agree as follows:

1. The **UTILITY** will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the **UTILITY'S** plans and specifications as approved by the **CITY**, so as to occasion the least possible interference with the progress of the project. The **UTILITY'S** plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The **UTILITY** will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The **UTILITY** will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. By signing this contract, the **CITY** and **UTILITY** affirm, for the duration of the agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

5. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the **UTILITY** as the provisions thereof are applicable hereto.

6. The **UTILITY** will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The **UTILITY** will procure and pay for all licenses and permits that are necessary for its performance of the work.

7. The **UTILITY** will perform the work of relocation:

(a) ☐ by **UTILITY'S** own forces
(b) ☐ by contract let by the **UTILITY**
(c) ☐ by an existing written continuing contract where the work is regularly performed for the **UTILITY**
(d) ☑ by combination of the preceding (as shown in detail on the estimate).

8. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **CITY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **CITY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.

b. The total actual cost of relocation, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, is $ 120,603.00 The total estimated cost including betterment is $ 0.00 .

c. If an adjustment for betterment is applicable, the **CITY** will reimburse the **UTILITY** for 100.00 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **CITY** reserves the right to recalculate the percentages at any time.

9. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

10. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

600 North 18th Street

Birmingham, Alabama 35291

BIN # 12S-0782.

11. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **CITY** such papers, records, supporting documents and invoices as may be required by the **STATE** showing the cost of said relocation. The **UTILITY** will furnish the **CITY** a copy of its "as built" plans for the **STATE'S** records.

12. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **CITY** may deem necessary, the **CITY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **CITY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **CITY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.

13. Paragraphs numbered 14 through 18 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

14. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the **CITY** by the **UTILITY** for review and approval.

15. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **CITY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

16. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

a. To the extent the **UTILITY** has the right to so agree the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

17. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **CITY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.

b. The subordination of the **UTILITY'S** private right-of-way to the right of the **CITY** to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub- surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the **CITY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **CITY'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **CITY**.

18. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply:

a. The cost of relocation will include reimbursement for acquisition of right-of-way by the **UTILITY** to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the **UTILITY**.

b. Reimbursement for future relocation of the **UTILITY'S** facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the **UTILITY** will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of- way if such future relocation is outside the highway right-of-way and such relocation is required by the **CITY**, and provided that the prior relocation from private right-of-way to public right-of- way was without compensation to the **UTILITY** for its compensable property interest in its private right-of-way.

19. The **UTILITY** will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the **UTILITY**, its agents, servants, employees or facilities.

20. The **UTILITY** will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

21. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the **CITY** to the public right-of-way nor to increase, decrease or modify in any way the rights of the **UTILITY** provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

22. Paragraph 23 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

23. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

24. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials and products used on this utility relocation shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than $2,500 or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the State Local Transportation Engineer.

The **CITY** requests that (XX 100%**CITY** funds; [ ] Federal participation) be used for the utility work in this agreement.

WITNESS:

Alabama Power Company
(Legal Name of Utility)

Shane Perkins

BY: Joshua Phillips
(Signature)

Joshua Phillips
(Type or Printed Name)

Transmission Line Services Supervisor
(Type or Printed Title)

600 North 18th Street, BIN# 12s-0782
(Address)

Birmingham AL, 35291
(Address)

205-257-4830
(Telephone)

RECOMMENDED FOR APPROVAL:

BY: _____
CITY ENGINEER/ENGINEER-OF-RECORD

CITY OF Mobile

BY: _____
MAYOR

July 13, 2023
WE# A6553-23-A423

RE: City of Mobile Po. # 2018-3005-19
553 St Louis St
Mobile, AL 36602

Alabama Power Company will be relocating overhead electrical facilities around the referenced property. The scope of work consists of removing and relocating overhead facilities at the intersection of St Louis St and Cedar St. The job will relocate two active overhead services that will be converted to underground and relocated to Cedar St. In addition, a new secondary pole will be set and utilized as a span guy pole. This work will clear any conflicts associated with the intersection of St Louis St and Cedar St. If APC must remove a section of sidewalk, it is understood that APC and the City of Mobile will determine a temporary fix. This job only covers the intersection of St Louis and Cedar St.

If you have any questions, please feel free to call me at 251-694-2008.

Sincerely,

Luis McMurphy
Engineering

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1310460 11141469

Map Center LatLon: 30.691888 -88.050083

1 inch = 61 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
CITY OF MOBILE PROJECT#: 2018-3005-19	553 ST LOUIS ST		MOBILE	21	03S	01W	RELOCATE OH SVC & INST UG SERVICE	A6553-23-A423
Division	**District**	**Town**	**UserID**	**Created:**	**Substation**			**MISSALL#**
MOBILE	MICHIGAN	MOBILE, AL	lmcmurph	8/22/2023	ONE MILE D.S X- 221412	Y- C5021		

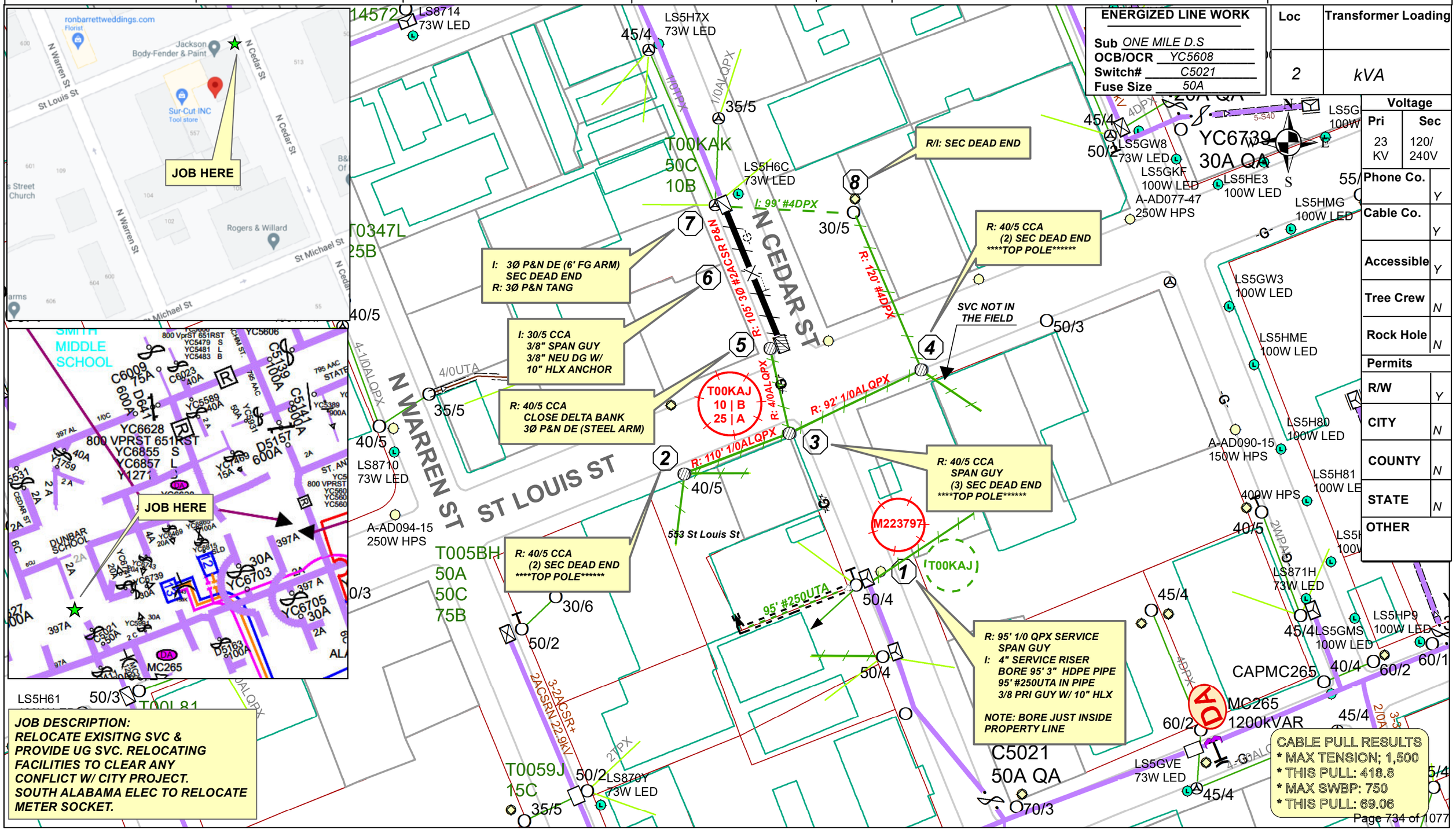
ENERGIZED LINE WORK

Sub: ONE MILE D.S
OCB/OCR: YC5608
Switch#: C5021
Fuse Size: 50A

Loc	Transformer Loading
2	kVA

Voltage	
Pri	Sec
23 KV	120/ 240V

Phone Co.	Y
Cable Co.	Y
Accessible	Y
Tree Crew	N
Rock Hole	N
Permits	
R/W	Y
CITY	N
COUNTY	N
STATE	N
OTHER	



Itemized Costs of Utility Relocations

NUM	NAME	UNIT_ID	Description	WKLOC_ID	SPECIAL_PROCESSING	Install/Transfer Hours	Install/Transfer Labor	Install/Transfer Eqp	Install/Transfer Qty	Material Cost	Removal Hours	Removal Labor	Remove Eqp	Remove Qty	Salvage Credit
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	ANCH10SOCKROD3/4TWIN	GUYS	1	NONE	0.97	$152.46	$40.45	1	$75.11	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_02A	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	$0.00	$0.00	10	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_03B	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	$0.00	$0.00	95	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_09A	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	$0.00	$0.00	95	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_14E	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	$0.00	$0.00	1	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_19B	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	$0.00	$0.00	1	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_20A	UG CONTRACT - ULCS & PIKE	1	NO LABOR	0	$0.00	$0.00	2	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	CDPE3_RED_NL	#N/A	1	NO LABOR	0	$0.00	$0.00	95	$501.76	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	GW3/8PRI	GUYS	1	NONE	0.43	$67.59	$17.93	1	$128.32	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	RISERSEV43/02501PPL	RISERS - SERVICE	1	NONE	1.81	$284.47	$75.48	1	$680.72	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12	CONSTRUCTION	1	NONE	0	$0.00	$0.00	0	$0.00	0.06	$9.43	$2.50	1	$1.77
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SPANGUY5/16	GUYS	1	NONE	0	$0.00	$0.00	0	$0.00	1.46	$229.45	$60.89	1	$15.46
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SV32503/0NLS	CABLE - SERVICES - UG	1	NO LABOR	0	$0.00	$0.00	95	$462.47	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SVQX5	SERVICES - OH	1	NONE	0	$0.00	$0.00	0	$0.00	1.21	$190.17	$50.46	95	$86.45
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL405CCA	POLES - WOOD	2	NONE	0	$0.00	$0.00	0	$0.00	3.17	$498.22	$132.19	1	$16.61
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC1/0QDXC	CONDUCTOR - SECONDARY	2	NONE	0	$0.00	$0.00	0	$0.00	1.88	$295.48	$78.40	110	$100.10
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	2	NONE	0	$0.00	$0.00	0	$0.00	0.06	$9.43	$2.50	1	$1.77
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD2	CONSTRUCTION	2	NONE	0	$0.00	$0.00	0	$0.00	0.11	$17.28	$4.59	1	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SVQX5	SERVICES - OH	2	NONE	0	$0.00	$0.00	0	$0.00	0.3	$47.15	$12.51	23	$20.93
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SVTX2S	SERVICES - OH	2	NONE	0	$0.00	$0.00	0	$0.00	0.21	$33.01	$8.76	21	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	2	NONE	0.43	$39.85	$17.93	1	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL405CCA	POLES - WOOD	3	NONE	0	$0.00	$0.00	0	$0.00	3.17	$498.22	$132.19	1	$16.61
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC1/0QDXC	CONDUCTOR - SECONDARY	3	NONE	0	$0.00	$0.00	0	$0.00	1.57	$246.75	$65.47	92	$83.72
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC4/0QDXC	CONDUCTOR - SECONDARY	3	NONE	0	$0.00	$0.00	0	$0.00	0.71	$111.60	$29.61	56	$108.08
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	3	NONE	0	$0.00	$0.00	0	$0.00	0.18	$28.29	$7.51	3	$5.31
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SPANGUY5/16	GUYS	3	NONE	0	$0.00	$0.00	0	$0.00	1.46	$229.45	$60.89	1	$15.46
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	3	NONE	0.43	$39.85	$17.93	1	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL405CCA	POLES - WOOD	4	NONE	0	$0.00	$0.00	0	$0.00	3.17	$498.22	$132.19	1	$16.61
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	S4DXC	CONDUCTOR - SECONDARY	4	NONE	0	$0.00	$0.00	0	$0.00	0.72	$113.16	$30.03	120	$22.80
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12	CONSTRUCTION	4	NONE	0	$0.00	$0.00	0	$0.00	0.06	$9.43	$2.50	1	$1.77
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	4	NONE	0	$0.00	$0.00	0	$0.00	0.06	$9.43	$2.50	1	$1.77
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	4	NONE	0.43	$39.85	$17.93	1	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	FUSECL2325	FUSES	5	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	2	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	GUYFIX	GUYS	5	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	HL4	POLE HARDWARE	5	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	2	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PD3TW2	CONSTRUCTION	5	NONE	0	$0.00	$0.00	0	$0.00	0.33	$51.86	$13.76	1	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL405CCAC6	POLES - WOOD	5	NONE	0	$0.00	$0.00	0	$0.00	3.29	$517.08	$137.19	1	$28.01
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PN322RURC	CONDUCTOR - PRIMARY	5	NONE	0	$0.00	$0.00	0	$0.00	1.98	$311.20	$82.57	105	$54.60
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PSTL80	POLE HARDWARE	5	NONE	0	$0.00	$0.00	0	$0.00	0.72	$113.16	$30.03	1	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	5	NONE	0	$0.00	$0.00	0	$0.00	0.11	$17.28	$4.59	2	$3.54
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TBO25AL10	TRANSFORMER BANKS - OH	5	NONE	0	$0.00	$0.00	0	$0.00	4.36	$591.10	$181.81	1	$2,485.96
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	ANCH10SOCKROD3/4TWIN	GUYS	6	NONE	0.97	$152.46	$40.45	1	$75.11	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	GW3/8NEU	GUYS	6	NONE	0.31	$48.73	$12.93	1	$89.77	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PL305CCA	POLES - WOOD	6	NONE	3.41	$535.94	$142.20	1	$202.85	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SPANGUY3/8	GUYS	6	NONE	1.47	$231.03	$61.30	1	$261.43	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	INSPIN	POLE HARDWARE	7	NONE	0	$0.00	$0.00	0	$0.00	0.33	$51.86	$13.76	3	$3.45
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PB60	POLE HARDWARE	7	NONE	0	$0.00	$0.00	0	$0.00	0.37	$58.16	$15.43	1	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PD3TW2	CONSTRUCTION	7	NO LABOR	0	$0.00	$0.00	1	$151.84	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PDL3	CONSTRUCTION	7	MAINTENANCE	0.41	$37.99	$17.10	1	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PFGDE6	#N/A	7	NONE	1.55	$243.61	$64.64	1	$356.38	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PP13	POLE HARDWARE	7	NONE	0	$0.00	$0.00	0	$0.00	0.38	$59.72	$15.85	1	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	PTL3	CONSTRUCTION	7	MAINTENANCE	0	$0.00	$0.00	0	$0.00	0.82	$128.88	$34.20	1	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD1	CONSTRUCTION	7	MAINTENANCE	0.07	$6.49	$2.92	1	$0.00	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12	CONSTRUCTION	7	NONE	0.07	$11.01	$2.92	1	$17.40	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	7	NO LABOR	0	$0.00	$0.00	1	$16.10	0	$0.00	$0.00	0	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	ST1	CONSTRUCTION	7	MAINTENANCE	0	$0.00	$0.00	0	$0.00	0.05	$7.86	$2.09	1	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TIE2SPOOL	POLE HARDWARE	7	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	TIE2TTWIN	POLE HARDWARE	7	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	3	$0.00
2871123	BILLING-CITY OF MOBILE PROJECT 2018-3005-19	SD12	CONSTRUCTION	8	NONE	0.07	$11.01	$2.92	1	$17.40	0.06	$9.43	$2.50	1	$1.77
							$1,903.00	$535.00		$3,037.00		$4,992.00	$1,349.00		$3,093.00

Charge Type		Subtotal	Overheads	Cost + Overheads	Description
Labor		$8,200.00	$3,936.00	$12,136.00	Labor to UG Bore. Hydrovac Pole and Anchor, Remove Existing Sidewalk and install Temp SW.
Labor		$4,950.00	$2,376.00	$7,326.00	LABOR TO RELOCATE METER & SERVICE ENTRANCE...SOUTH ALABAMA ELECTRIC
Total External Charges		$13,150.00	$6,312.00	$19,462.00	

Itemized Cost Breakdown

Labor and Equipment Cost From Spreadsheet

Install/Trans Labor	$1,903.00
Install/Trans Equip	$535.00
Removal Labor	$4,992.00
Removal Equipment	$1,349.00
Contractor Labor	$19,462.00
Labor and Equipment Cost Total	$28,241.00

Material Cost from Spreadsheet

Material Cost	$3,037.00

Salvage From Spreadsheet

Salvage Credit	$3,093.00

From Spread Sheet

Total Labor and Equipment	$28,241.00
Total Material	$3,037.00
E&S credit	$37.00
Total Savlage Credit	$3,093.00
Total Billing	$28,222.00

From JETS Face Sheets

	Plant	Transformer	Meters	Maintenance	Removal	Total
Company Labor	$ 1,025.00	$ 135		$ 245	$ 2,783	$ 4,188
Contract Labor	$ 13,150.00					$ 13,150
Company Material	$ 2,052.00					$ 2,052
Contractor Material						$ -
Company Equipment	$ 461.00	$ 61		$ 110	$ 1,252	$ 1,884
Contractor Equipment						$ -
E & S Supv (Material)	$ 985.00					
E & S Supv (Labor & Eq)	$ 7,025.00	$ 94			$ 1,937	$ 10,041
Subtotal	$ 24,698.00	$ 290	$ -	$ 355	$ 5,972	$ 31,315
Blanket						
Other Billing						$ -
Salvage	$ 745.00	$ 2,348				$ 3,093
Total	$ 23,953.00	$ (2,058)	$ -	$ 355	$ 5,972	$ 28,222

Labor & Equipment Cost From JETS Face Sheet

Labor Total	$17,338.00
Equipment Total	$1,884.00
E&S Labor & Equip	$10,041.00
Blanket Cost	
Total Labor & Equip	$29,263.00

Material Cost from JETS Face Sheet

Material Cost	$2,052.00
E&S Material	$0.00
Total Material	$2,052.00

Salvage from JETS

Salvage Credit	$3,093.00

From JETS

Total Labor and Equipment	$29,263.00
Total Material	$2,052.00
Total Savlage Credit	$3,093.00
Total Billing	$28,222.00

ESTIMATE SUMMARY

Item(s)	
Engineering, Supervision, & Overheads	$10,041.00
RW (Acquisition Only)	
Construction Labor	$17,338.00
Materials & Handling Charges	$2,052.00
Transportation & Equipment	$1,884.00
Blanket Cost	
Miscellaneous Expense	
GROSS RELOCATION COSTS	$31,315.00
*Salvage Credit	$3,093.00
*Betterment	
*Joint Use Bell Billing Credit	
TOTAL CREDITS	$3,093.00
TOTAL REIMBURSABLE COSTS	$28,222.00

Rounding may result in +/-$1

Utility Cost Breakdown

	Removal	Install	Total
Engineering/Coordination	$2,031.00	$8,010.00	$10,041.00
Labor	$3,163.00	$14,175.00	$17,338.00
Transportation/Misc	$1,423.00	$461.00	$1,884.00
Material	$0.00	$2,052.00	$2,052.00
Blanket Cost	$0.00	$0.00	
Salvage Credit	$2,348.00	$745.00	$3,093.00
TOTAL			$28,222.00

Engr, Supv, OH =	Plant Labor	Plant Material	Plant Euipment	TOTAL	Approved %
	$14,175	$2,052	$461	$16,688	
Engr, Supv, OH =	$9,012				

ALABAMA POWER COMPANY

INVOICE

Date : 20-Sep-2023 02:19 PM

BILLING TYPE: FIXED

BUSINESS CODE :

APPLICANT : CITY OF MOBILE PROJECT 2018-3005-19

DATE :

BILL TO : CITY OF MOBILE PROJECT 2018-3005-19

ADDRESS : 553 ST LOUIS ST

CITY : MOBILE AL, 3660

STATE : AL

ZIP :

REF. NUMBER : 2871123

WORK ORDER # : A655323A423

CSS Account #:

JOB DESCRIPTION : THIS JOB IS TO RESERVE SUR-CUT, INC DO TO THE ROAD IMPROVEMENTS OF ST. LOUIS. THIS BUILDING IS TO BE SERVE FROM OH TO UG FROM CEDAR ST WEST DOWN THE PROPERTY LINE. SOUTH ALABAMA ELECTRIC WILL BE RELOCATING THE SERVICE.

TOTAL PRICE : $28,222.00

PAID IN ADVANCE : N

REMINDER : Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to :

ALABAMA POWER COMPANY
Attn: MCMURPHY, LUIS A.
650 MICHIGAN AVE. BUILDING C
PO BOX 2247
MOBILE, AL 36652

Price is good for 90 Days

July 13, 2023
WE# A6553-23-A523

RE: City of Mobile Po. # 2018-3005-19
108 N Dearborn St
Mobile, AL 36602

Alabama Power Company will be relocating overhead electrical facilities around the referenced property. The scope of work consists of removing and relocating overhead facilities at the intersection of St Louis St and N Dearborn St. The job will relocate two active overhead secondary lines. The service overhead secondary will be converted to underground and relocated to N Warren St where a secondary pole will be set as a secondary riser pole. In addition, a new primary pole will be set and utilized as an intermediate pole. This work will clear any conflicts associated with the intersection of St Louis St, N Dearborn St, and N Warren St. If APC must remove a section of sidewalk, it is understood that APC and the City of Mobile will determine a temporary fix. This job only covers the following intersections:
St Louis St & N Dearborn St and St Louis St & N Warren St.

If you have any questions, please feel free to call me at 251-694-2008.

Sincerely,

Luis McMurphy
Engineering

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1309995 11141301

Map Center LatLon: 30.691414 -88.051558

1 inch = 73 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
CITY OF MOBILE PROJECT#: 2018-3005-19	108 N DEARBORN ST		MOBILE	21	03S	01W	REMOVE OH FACILITIES & CONVERT SVC OH TO UG.	A6553-23-A523
Division	**District**	**Town**	**UserID**	**Created:**	**Substation**			**MISSALL#**
MOBILE	MICHIGAN	MOBILE, AL	lmcmurph	8/22/2023	ONE MILE D.S X- 221412	Y- D627		

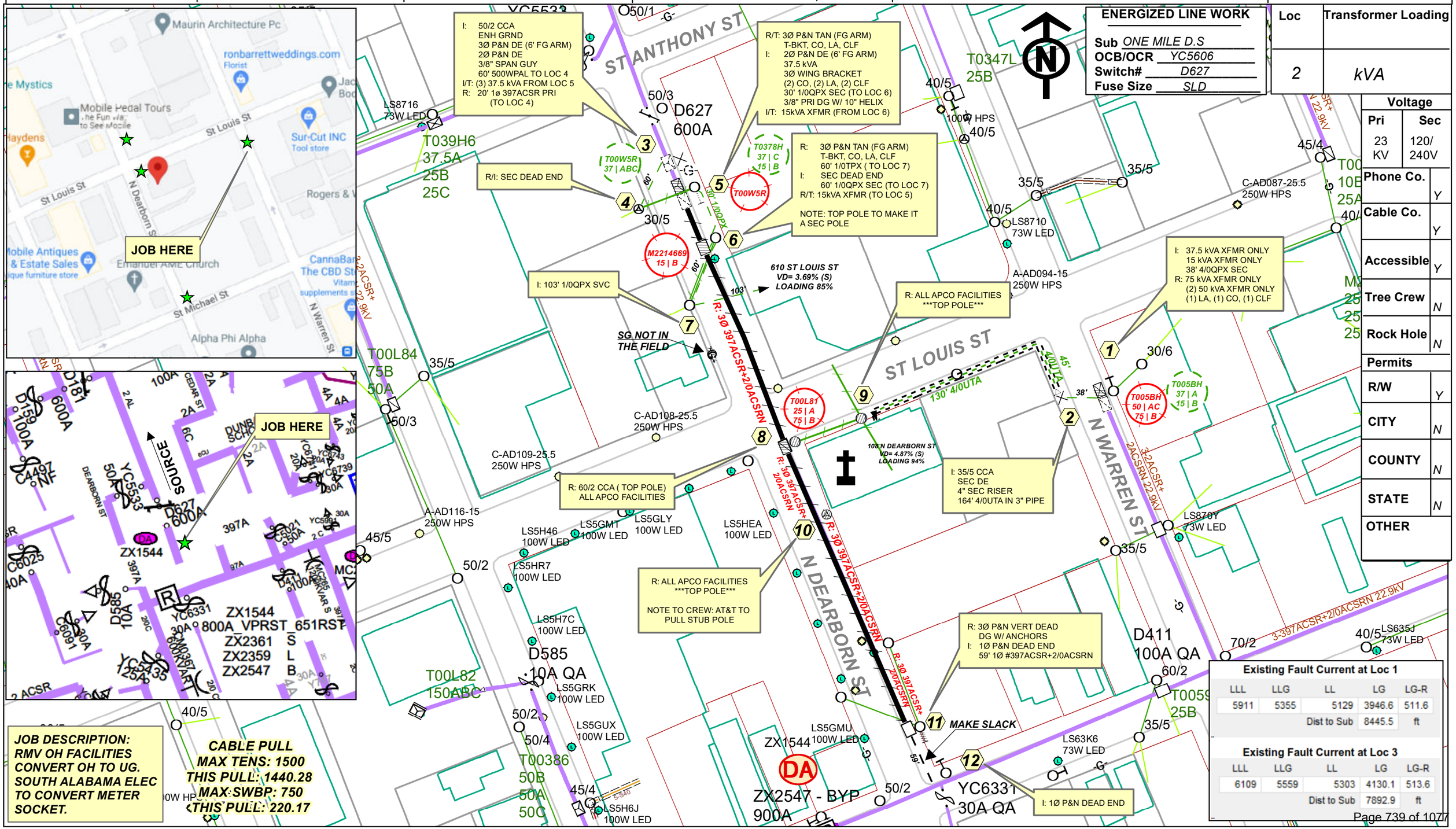
ENERGIZED LINE WORK

Sub: ONE MILE D.S
OCB/OCR: YC5606
Switch#: D627
Fuse Size: SLD

Loc	Transformer Loading
2	kVA

Voltage	
Pri	Sec
23 KV	120/ 240V

Phone Co.	Y
Cable Co.	Y
Accessible	Y
Tree Crew	N
Rock Hole	N
Permits	
R/W	Y
CITY	N
COUNTY	N
STATE	N
OTHER	



Existing Fault Current at Loc 1

LLL	LLG	LL	LG	LG-R
5911	5355	5129	3946.6	511.6
		Dist to Sub	8445.5	ft

Existing Fault Current at Loc 3

LLL	LLG	LL	LG	LG-R
6109	5559	5303	4130.1	513.6
		Dist to Sub	7892.9	ft

JOB DESCRIPTION:
RMV OH FACILITIES
CONVERT OH TO UG.
SOUTH ALABAMA ELEC
TO CONVERT METER SOCKET.

CABLE PULL
MAX TENS: 1500
THIS PULL: 1440.28
MAX SWBP: 750
THIS PULL: 220.17

Itemized Costs of Utility Relocations

NUM	NAME	UNIT_ID	Description	WKLOC_ID	SPECIAL_PROCESSING	Install/Transfer Hours	Install/Transfer Labor	Install/Transfer Eqp	Install/Transfer Qty	Material Cost	Removal Hours	Removal Labor	Remove Eqp	Remove Qty	Salvage Credit
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CTOD15200	METER CTS - MID REQUIRED	0.5	NONE	0	$0.00	$0.00	0	$0.00	3.16	$292.84	$131.78	3	$2,030.01
2975123	CITY OF MOBILE PROJECT 2018-3005-19	MS3OHUGALTRANS	METER SOCKETS - MID REQD	0.5	NONE	0	$0.00	$0.00	1	$2,116.16	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	MS3PRE	METER SOCKETS - MID REQD	0.5	NONE	0	$0.00	$0.00	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	DSF25100TANDEMELF_CO	SWITCHES - OH	1	NONE	0	$0.00	$0.00	0	$0.00	0.5	$78.59	$20.85	1	$180.91
2975123	CITY OF MOBILE PROJECT 2018-3005-19	FUSECL2325	FUSES	1	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL4	POLE HARDWARE	1	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	LA	ARRESTERS	1	NONE	0	$0.00	$0.00	0	$0.00	0.28	$44.01	$11.68	1	$12.08
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC4/0QDXC	CONDUCTOR - SECONDARY	1	NONE	0.72	$113.16	$30.03	38	$270.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD14/0	CONSTRUCTION	1	NONE	0.07	$11.01	$2.92	1	$31.44	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T15	TRANSFORMERS - SINGLE OH	1	NONE	0.73	$114.73	$30.44	1	$2,035.64	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T37	TRANSFORMERS - SINGLE OH	1	NONE	0.73	$114.73	$30.44	1	$2,751.63	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T50	TRANSFORMERS - SINGLE OH	1	NONE	0	$0.00	$0.00	0	$0.00	1.48	$137.15	$61.72	2	$3,967.02
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T75	TRANSFORMERS - SINGLE OH	1	NONE	0	$0.00	$0.00	0	$0.00	0.73	$67.65	$30.44	1	$1,538.46
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TCL1WING	TRANSFORMER ACC OH	1	NONE	0.98	$154.03	$40.87	1	$329.48	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TCLWING	TRANSFORMER ACC OH	1	NONE	0	$0.00	$0.00	0	$0.00	0.92	$144.60	$38.37	1	$144.54
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_02A	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	$0.00	$0.00	10	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_03B	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	$0.00	$0.00	175	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_09A	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	$0.00	$0.00	175	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_14E	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	$0.00	$0.00	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_19A	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	$0.00	$0.00	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CBU_UG_20A	UG CONTRACT - ULCS & PIKE	2	NO LABOR	0	$0.00	$0.00	2	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CDPE_RED_2NL	#N/A	2	NO LABOR	0	$0.00	$0.00	3	$7.22	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	CDPE3_RED_NL	#N/A	2	NO LABOR	0	$0.00	$0.00	175	$924.30	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PL355CCA	POLES - WOOD	2	NONE	3.41	$535.94	$142.20	1	$230.45	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	RISERSEV44W4/0PL	RISERS - SERVICE	2	NONE	2.03	$319.05	$84.65	1	$702.29	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SV44/01/0QDXS	CABLE - SERVICES - UG	2	NONE	5.77	$906.87	$240.62	175	$1,003.25	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	3	NONE	0	$0.00	$0.00	3	$86.39	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	P1397.5C	#N/A	3	NONE	0	$0.00	$0.00	0	$0.00	0.19	$29.86	$7.92	20	$18.80
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD2397	CONSTRUCTION	3	NO LABOR	0	$0.00	$0.00	1	$118.24	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD3397	CONSTRUCTION	3	NO LABOR	0	$0.00	$0.00	1	$177.36	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PDL2	CONSTRUCTION	3	MAINTENANCE	0.28	$25.95	$11.68	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PDL3	CONSTRUCTION	3	MAINTENANCE	0.41	$37.99	$17.10	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PFGDE6	#N/A	3	NONE	1.55	$243.61	$64.64	1	$356.38	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PL502CCA	POLES - WOOD	3	NONE	3.99	$627.10	$166.39	1	$579.76	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PLCHL6ESD	POLE GROUNDS	3	NONE	1.96	$308.05	$81.73	1	$141.78	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SS00XLPC	CONDUCTOR - SECONDARY	3	NONE	1.11	$174.45	$46.29	60	$218.79	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD1	CONSTRUCTION	3	MAINTENANCE	0.14	$12.97	$5.84	2	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	3	NO LABOR	0	$0.00	$0.00	2	$32.20	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SPANGUY3/8	GUYS	3	NONE	1.47	$231.03	$61.30	1	$261.43	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SR4	POLE HARDWARE	3	NONE	0.62	$97.45	$25.85	1	$88.36	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TBY37AL208WING	TRANSFORMER BANKS - OH	3	TRANSFER	9.5	$880.37	$396.17	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD4	CONSTRUCTION	4	NONE	0.3	$47.15	$12.51	1	$0.00	0.24	$37.72	$10.01	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ANCH10SOCKROD3/4TWIN	GUYS	5	NONE	0.97	$152.46	$40.45	1	$75.11	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	DSF25100TANDEMELF_CO	SWITCHES - OH	5	NONE	1.35	$212.17	$56.30	2	$1,333.49	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	FUSECL2325	FUSES	5	NONE	0	$0.00	$0.00	2	$313.12	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	GW3/8PRI	GUYS	5	NONE	0.43	$67.59	$17.93	1	$128.32	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	5	NONE	0	$0.00	$0.00	2	$57.60	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	LA	ARRESTERS	5	NONE	0.73	$114.73	$30.44	2	$171.43	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD3397	CONSTRUCTION	5	NONE	0.84	$132.02	$35.03	2	$354.72	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PFGDE6	#N/A	5	NONE	1.55	$243.61	$64.64	1	$356.38	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PFGS6	POLE HARDWARE	5	NONE	0	$0.00	$0.00	0	$0.00	1.22	$191.75	$50.88	1	$131.28
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN33972/0RURC	CONDUCTOR - PRIMARY	5	NONE	0	$0.00	$0.00	0	$0.00	0.99	$155.60	$41.29	30	$65.40
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PT3397	CONSTRUCTION	5	NONE	0	$0.00	$0.00	0	$0.00	1.01	$158.75	$42.12	1	$3.45
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC1/0QDXC	CONDUCTOR - SECONDARY	5	NONE	0.66	$103.73	$27.52	30	$100.94	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SS00XLPC	CONDUCTOR - SECONDARY	5	NONE	0	$0.00	$0.00	0	$0.00	0.66	$103.73	$27.52	60	$58.20
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD1	CONSTRUCTION	5	MAINTENANCE	0.07	$6.49	$2.92	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	5	NO LABOR	0	$0.00	$0.00	1	$16.10	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	5	NONE	0.07	$11.01	$2.92	1	$16.10	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD1R4	CONSTRUCTION	5	NONE	0	$0.00	$0.00	0	$0.00	0.58	$91.16	$24.18	1	$29.36
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST1	CONSTRUCTION	5	MAINTENANCE	0	$0.00	$0.00	0	$0.00	0.05	$7.86	$2.09	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST12/0	CONSTRUCTION	5	NO LABOR	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T15	TRANSFORMERS - SINGLE OH	5	TRANSFER	0.73	$67.65	$30.44	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T37	TRANSFORMERS - SINGLE OH	5	NONE	0.73	$114.73	$30.44	1	$2,751.63	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TBY37AL208WING	TRANSFORMER BANKS - OH	5	TRANSFER	0	$0.00	$0.00	0	$0.00	7.11	$658.89	$296.51	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TL4/0AL	TRANSFORMER ACC OH	5	NONE	1.23	$193.31	$51.29	2	$42.30	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TS3STRIFG	SWITCH ACCESSORIES OH	5	NONE	0.7	$110.02	$29.19	1	$403.26	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	WIRE6COVCU	TRANSFORMER ACC OH	5	NONE	0.25	$39.30	$10.43	30	$46.24	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	DSF25100TANDEMELF_CO	SWITCHES - OH	6	NONE	0	$0.00	$0.00	0	$0.00	0.5	$78.59	$20.85	1	$180.91
2975123	CITY OF MOBILE PROJECT 2018-3005-19	FUSECL2325	FUSES	6	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	6	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	1	$0.00

2975123	CITY OF MOBILE PROJECT 2018-3005-19	LA	ARRESTERS	6	NONE	0	$0.00	$0.00	0	$0.00	0.57	$89.58	$23.77	2	$24.16
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PFGS6	POLE HARDWARE	6	NONE	0	$0.00	$0.00	0	$0.00	1.22	$191.75	$50.88	1	$131.28
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN33972/0RURC	CONDUCTOR - PRIMARY	6	NONE	0	$0.00	$0.00	0	$0.00	5.88	$924.16	$245.21	177	$385.86
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PT3397	CONSTRUCTION	6	NONE	0	$0.00	$0.00	0	$0.00	1.01	$158.75	$42.12	1	$3.45
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S3WSEC1/0TPXCREEL	CONDUCTOR - SECONDARY	6	NONE	0	$0.00	$0.00	0	$0.00	0.59	$92.73	$24.60	60	$40.20
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC1/0QDXC	CONDUCTOR - SECONDARY	6	NONE	1.33	$209.03	$55.46	60	$201.87	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	6	NONE	0.07	$11.01	$2.92	1	$16.10	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST12/0	CONSTRUCTION	6	NONE	0	$0.00	$0.00	0	$0.00	0.05	$7.86	$2.09	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	T15	TRANSFORMERS - SINGLE OH	6	TRANSFER	0	$0.00	$0.00	0	$0.00	0.73	$67.65	$30.44	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	6	NONE	0	$0.00	$0.00	0	$0.00	0.43	$39.85	$17.93	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD1	CONSTRUCTION	7	NONE	0.07	$11.01	$2.92	1	$0.00	0.06	$9.43	$2.50	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	8	NONE	0	$0.00	$0.00	0	$0.00	0	$0.00	$0.00	2	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PFGS6	POLE HARDWARE	8	NONE	0	$0.00	$0.00	0	$0.00	1.22	$191.75	$50.88	1	$131.28
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PL603CCAC6	POLES - WOOD	8	BLANKET	0	$0.00	$0.00	0	$0.00	9.16	$1,439.67	$381.98	1	$54.56
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN33972/0RURC	CONDUCTOR - PRIMARY	8	NONE	0	$0.00	$0.00	0	$0.00	2.22	$348.90	$92.57	67	$146.06
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PT3397	CONSTRUCTION	8	NONE	0	$0.00	$0.00	0	$0.00	1.01	$158.75	$42.12	1	$3.45
2975123	CITY OF MOBILE PROJECT 2018-3005-19	S4WSEC4/0QDXC	CONDUCTOR - SECONDARY	8	NONE	0	$0.00	$0.00	0	$0.00	0.76	$119.45	$31.69	60	$115.80
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD14/0	CONSTRUCTION	8	NONE	0	$0.00	$0.00	0	$0.00	0.06	$9.43	$2.50	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST12/0	CONSTRUCTION	8	NONE	0	$0.00	$0.00	0	$0.00	0.05	$7.86	$2.09	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TBO75AL25WING	TRANSFORMER BANKS - OH	8	NONE	0	$0.00	$0.00	0	$0.00	5.53	$775.00	$230.61	1	$3,161.01
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	8	NONE	0.43	$39.85	$17.93	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	9	NONE	0	$0.00	$0.00	0	$0.00	0.06	$9.43	$2.50	1	$1.77
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD14/0	CONSTRUCTION	9	NONE	0	$0.00	$0.00	0	$0.00	0.11	$17.28	$4.59	2	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SVQX4/0S	SERVICES - OH	9	NONE	0	$0.00	$0.00	0	$0.00	0.52	$81.73	$21.68	41	$79.13
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SVQXS	SERVICES - OH	9	NONE	0	$0.00	$0.00	0	$0.00	0.9	$141.45	$37.53	71	$64.61
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PFGS6	POLE HARDWARE	10	NONE	0	$0.00	$0.00	0	$0.00	1.22	$191.75	$50.88	1	$131.28
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN33972/0RURC	CONDUCTOR - PRIMARY	10	NONE	0	$0.00	$0.00	0	$0.00	5.9	$927.29	$246.04	178	$388.04
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PT3397	CONSTRUCTION	10	NONE	0	$0.00	$0.00	0	$0.00	1.01	$158.75	$42.12	1	$3.45
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ST12/0	CONSTRUCTION	10	NONE	0	$0.00	$0.00	0	$0.00	0.05	$7.86	$2.09	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	TOPPOLE	POLES - MISCELLANEOUS	10	NONE	0.43	$39.85	$17.93	1	$0.00	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	ANCH8SOCKROD3/4TWIN	GUYS	11	NONE	0	$0.00	$0.00	0	$0.00	0.32	$50.31	$13.35	1	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	GW5/16PRI	GUYS	11	NONE	0	$0.00	$0.00	0	$0.00	1.26	$198.02	$52.54	3	$46.38
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD139735KV	CONSTRUCTION	11	NONE	0.26	$40.88	$10.84	1	$77.92	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PN13972/0C	CONDUCTOR - PRIMARY	11	NONE	1.32	$207.47	$55.04	59	$199.61	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PNDDE3VER397	CONSTRUCTION	11	NONE	0	$0.00	$0.00	0	$0.00	0.98	$154.02	$40.86	1	$3.05
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	11	NONE	0.07	$11.01	$2.92	1	$16.10	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	HL397	POLE HARDWARE	12	NONE	0	$0.00	$0.00	1	$28.80	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	PD139735KV	CONSTRUCTION	12	NONE	0.26	$40.88	$10.84	1	$77.92	0	$0.00	$0.00	0	$0.00
2975123	CITY OF MOBILE PROJECT 2018-3005-19	SD12/0	CONSTRUCTION	12	NONE	0.07	$11.01	$2.92	1	$16.10	0	$0.00	$0.00	0	$0.00
							$7,147.00	$2,101.00		$19,264.00		$8,849.00	$2,606.00		$13,275.00

Charge Type		Subtotal	Overheads	Cost + Overheads	Description
Labor		$12,600.00	$6,048.00	$18,648.00	Labor to UG Bore. Hydrovac Pole and Anchor, Remove Existing Sidewalk and install Temp SW.
Labor		$19,500.00	$9,360.00	$28,860.00	LABOR TO RELOCATE METER & SERVICE ENTRANCE...SOUTH ALABAMA ELECTRIC
Total External Charges		$32,100.00	$15,408.00	$47,508.00	

Itemized Cost Breakdown

Labor and Equipment Cost From Spreadsheet

Install/Trans Labor	$7,147.00
Install/Trans Equip	$2,101.00
Removal Labor	$8,849.00
Removal Equipment	$2,606.00
Contractor Labor	$47,508.00
Labor and Equipment Cost Total	$68,211.00

Material Cost from Spreadsheet

Material Cost	$19,264.00

Salvage From Spreadsheet

Salvage Credit	$13,275.00

From Spread Sheet

Total Labor and Equipment	$68,211.00
Total Material	$19,264.00
E&S Charge	$990.00
Total Savlage Credit	$13,275.00
Total Billing	$75,190.00

From JETS Face Sheets

	Plant	Transformer	Meters	Maintenance	Removal	Total
Company Labor	$ 13,156.00	$ 1,629	$ 293	$ 796	$ 3,539	$ 19,413
Contract Labor	$ 22,300.00					$ 22,300
Company Material	$ 7,922.00	$ 5,094				$ 13,016
Contractor Material						$ -
Company Equipment	$ 1,510.00	$ 733	$ 132	$ 358	$ 1,593	$ 4,326
Contractor Equipment						$ -
E & S Supv (Material)	$ 3,803.00	$ 2,445				
E & S Supv (Labor & Eq)	$ 17,744.00	$ 1,134			$ 2,463	$ 27,589
Subtotal	$ 66,435.00	$ 11,035	$ 425	$ 1,154	$ 7,595	$ 86,644
Blanket						$ 1,767
Other Billing						$ -
Salvage	$ 2,817.00	$ 8,374	$ 2,030			$ 13,221
Total	$ 63,618.00	$ 2,661	$ (1,605)	$ 1,154	$ 7,595	$ 75,190

Labor & Equipment Cost From JETS Face Sheet

Labor Total	$41,713.00
Equipment Total	$4,326.00
E&S Labor & Equip	$27,589.00
Blanket Cost	$1,767.00
Total Labor & Equip	$75,395.00

Material Cost from JETS Face Sheet

Material Cost	$13,016.00
E&S Material	$0.00
Total Material	$13,016.00

Salvage from JETS

Salvage Credit	$13,221.00

From JETS

Total Labor and Equipment	$75,395.00
Total Material	$13,016.00
Total Savlage Credit	$13,221.00
Total Billing	$75,190.00

ESTIMATE SUMMARY

Item(s)	
Engineering, Supervision, & Overheads	$27,589.00
RW (Acquisition Only)	
Construction Labor	$41,713.00
Materials & Handling Charges	$13,016.00
Transportation & Equipment	$4,326.00
Blanket Cost	$1,767.00
Miscellaneous Expense	
GROSS RELOCATION COSTS	$88,411.00
*Salvage Credit	$13,221.00
*Betterment	
*Joint Use Bell Billing Credit	
TOTAL CREDITS	$13,221.00
TOTAL REIMBURSABLE COSTS	$75,190.00

Rounding may result in +/-$1

Utility Cost Breakdown

	Removal	Install	Total
Engineering/Coordination	$6,042.00	$21,547.00	$27,589.00
Labor	$6,257.00	$35,456.00	$41,713.00
Transportation/Misc	$2,816.00	$1,510.00	$4,326.00
Material	$5,094.00	$7,922.00	$13,016.00
Blanket Cost	$0.00	$0.00	
Salvage Credit	$8,374.00	$2,817.00	$11,191.00
TOTAL			$75,453.00

	Engr, Supv, OH =	Plant Labor	Plant Material	Plant Euipment	TOTAL	Approved %
		$35,456	$7,922	$1,510	$44,888	
	Engr, Supv, OH =	$24,240				

ALABAMA POWER COMPANY

INVOICE

Date : 20-Sep-2023 02:18 PM

BILLING TYPE: FIXED

BUSINESS CODE :

APPLICANT : CITY OF MOBILE PROJECT 2018-3005-19

DATE :

BILL TO : CITY OF MOBILE PROJECT 2018-3005-19

ADDRESS : 108 N DEARBORN ST

CITY : MOBILE AL, 3660 STATE : AL ZIP :

REF. NUMBER : 2975123

WORK ORDER # : A655323A523

CSS Account #:

JOB DESCRIPTION : REMOVE PRI OH & ALL APC FACILITIES AS SHOWN ON PRINT. RE-SERVE THE CHURCH. THIS PORTION OF THIS ROAD PROJECT IS TO BE REIMBURSABLE. THE SIDEWALK WILL BE FIX TEMPORARY DUE TO THE CITY FIXING THE SIDEWALKS WHEN THE ROAD PROJECT BEGINS...TRANSOCKET WILL BE INSTALLED...CUSTOMER PEAKS AT 67.7KW..LMCMURPH..NO ROW NEED IT PER ROW DEPARTMENT..LMCMURPH

TOTAL PRICE : $75,190.00

PAID IN ADVANCE : N

REMINDER : Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to :

ALABAMA POWER COMPANY
Attn: MCMURPHY, LUIS A.
650 MICHIGAN AVE. BUILDING C
PO BOX 2247
MOBILE, AL 36652

Price is good for 90 Days

September 20, 2023
WE# A6553-23-A723

RE: City of Mobile Po. # 2018-3005-19
756 St Louis St
Mobile, AL 36602

Alabama Power Company will be relocating overhead electrical facilities around the referenced property. The scope of work consists of a plan is to install a secondary riser, bore south on N Scott St, west on St Louis St and machine trench north up the property line and invert rise up the existing pole. The underground secondary conductor will be just inside the City of Mobile ROW or edge of existing sidewalk. APC to install a temporary fix for damaged sidewalk and asphalt will be used to fix this.

If you have any questions, please feel free to call me at 251-694-2008.

Sincerely,

Luis McMurphy
Engineering

SKETCH OF PROPOSED WORK - SIMPLIFIED W.E.

Map Center UTM: 1309429 11141157

Map Center LatLon: 30.691001 -88.053357

1 inch = 44 feet

Customer	Location	Cmted. Svc Date	County	Section	Township	Range	Add'l Info.	Estimate No.
CITY OF MOBILE PROJECT#: 2018-3005-19	756 ST LOUIS ST		MOBILE	21	03S	01W	RMV OH SEC & INST UG SEC.	A6553-23-A723
Division	**District**	**Town**	**UserID**	**Created:**	**Substation**			**MISSALL#**
MOBILE	MICHIGAN	MOBILE, AL	lmcmurph	8/22/2023	ONE MILE D.S X- 221412	Y- T005D2		

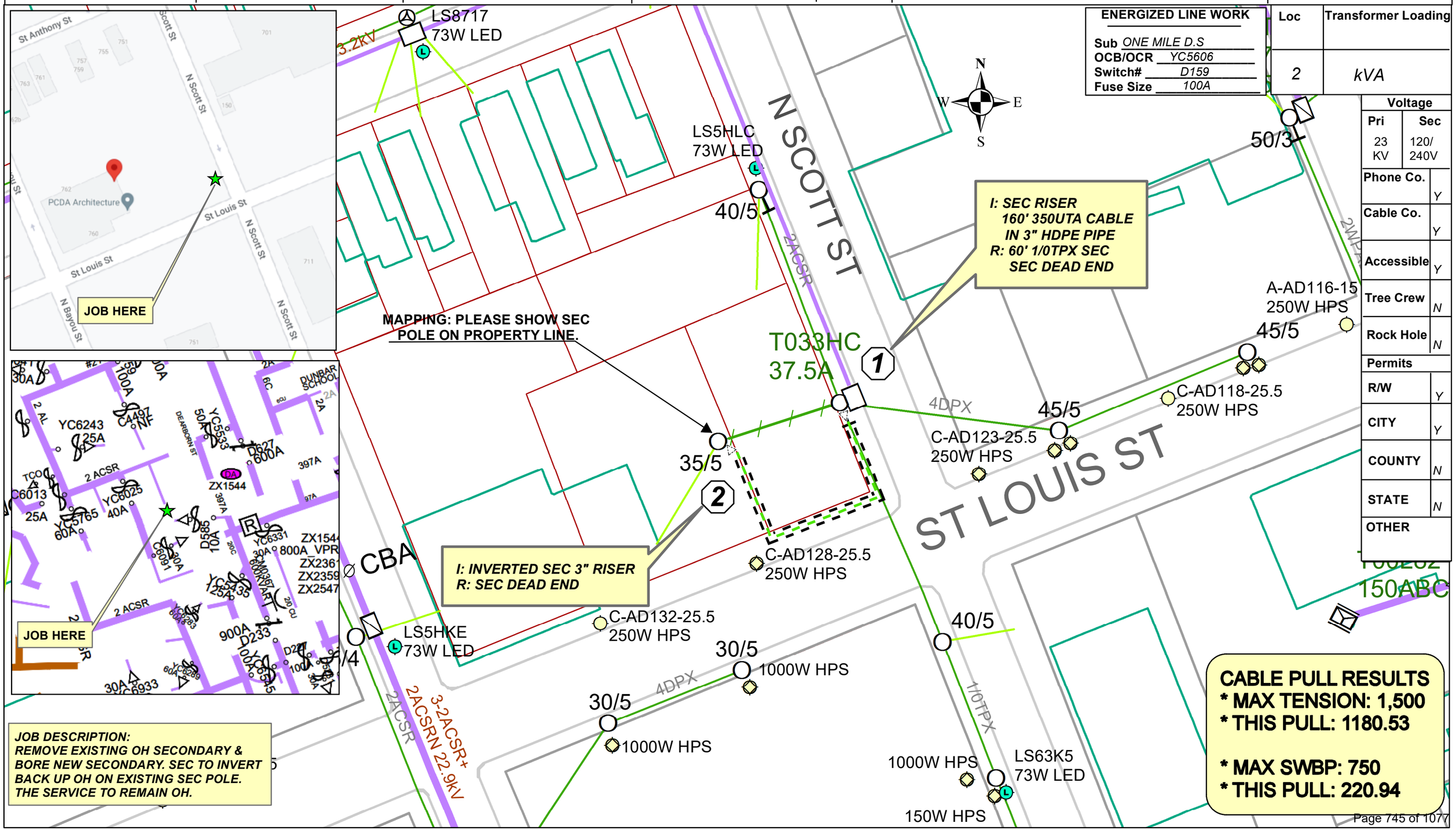
ENERGIZED LINE WORK

Sub ONE MILE D.S
OCB/OCR YC5606
Switch# D159
Fuse Size 100A

Loc	Transformer Loading
2	kVA

Voltage	
Pri	Sec
23 KV	120/ 240V

Phone Co.	Y
Cable Co.	Y
Accessible	Y
Tree Crew	N
Rock Hole	N
Permits	
R/W	Y
CITY	Y
COUNTY	N
STATE	N
OTHER	



Itemized Costs of Utility Relocations

NUM	NAME	UNIT_ID	Description	WKLOC_ID	SPECIAL_PROCESSING	Install/Transfer Hours	Install/Transfer Labor	Install/Transfer Eqp	Install/Transfer Qty	Material Cost	Removal Hours	Removal Labor	Remove Eqp	Remove Qty	Salvage Credit
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	BN9036RAD3	CONDUIT	1	NONE	0	$0.00	$0.00	1	$13.36	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_02A	UG CONTRACT - ULCS & PIKE	1	NONE	0.06	$89.61	$0.00	5	$0.00	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_03B	UG CONTRACT - ULCS & PIKE	1	NONE	2.25	$239.76	$0.00	180	$0.00	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_09A	UG CONTRACT - ULCS & PIKE	1	NONE	2.25	$6,638.69	$0.00	180	$0.00	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_14E	UG CONTRACT - ULCS & PIKE	1	NONE	1.25	$145.57	$0.00	1	$0.00	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CDPE3_RED_NL	#N/A	1	NONE	0	$0.00	$0.00	180	$950.69	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	RISERSEC44/0350PL	RISERS - SECONDARY	1	NONE	2.86	$449.49	$119.26	1	$690.52	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	S3350CNL	CABLE - SECONDARY - UG	1	NONE	0	$0.00	$0.00	180	$1,451.44	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	S3WSEC1/0TPXC	CONDUCTOR - SECONDARY	1	NONE	0	$0.00	$0.00	0	$0.00	0.59	$92.73	$24.60	60	$39.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	SD12/0	CONSTRUCTION	1	NONE	0	$0.00	$0.00	0	$0.00	0.06	$9.43	$2.50	1	$1.77
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	BN9036RAD3	CONDUIT	2	NONE	0	$0.00	$0.00	1	$13.36	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_02A	UG CONTRACT - ULCS & PIKE	2	NONE	0.01	$17.92	$0.00	1	$0.00	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	CBU_UG_14E	UG CONTRACT - ULCS & PIKE	2	NONE	1.25	$145.57	$0.00	1	$0.00	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	RISERSEC44/0350PL	RISERS - SECONDARY	2	NONE	2.03	$319.05	$84.65	1	$690.52	0	$0.00	$0.00	0	$0.00
3320223	BILLING ESTIMATE-TCITY OF MOBILE 2018-3005-19	SD12/0	CONSTRUCTION	2	NONE	0	$0.00	$0.00	0	$0.00	0.06	$9.43	$2.50	1	$1.77
							$8,046.00	$204.00		$3,810.00		$112.00	$30.00		$43.00

Charge Type		Subtotal	Overheads	Cost + Overheads	Description
Labor		$3,400.00	$1,632.00	$5,032.00	Labor to UG Bore. Hydrovac Pole and Anchor, Remove Existing Sidewalk and install Temp SW.
Labor					
Total External Charges		$3,400.00	$1,632.00	$5,032.00	

Itemized Cost Breakdown

Labor and Equipment Cost From Spreadsheet

Install/Trans Labor	$8,046.00
Install/Trans Equip	$204.00
Removal Labor	$112.00
Removal Equipment	$30.00
Contractor Labor	$5,032.00
Labor and Equipment Cost Total	$13,424.00

Material Cost from Spreadsheet

Material Cost	$3,810.00

Salvage From Spreadsheet

Salvage Credit	$43.00

From Spread Sheet

Total Labor and Equipment	$13,424.00
Total Material	$3,810.00
E&S Charge	
Total Savlage Credit	$43.00
Total Billing	$17,191.00

From JETS Face Sheets

	Plant	Transformer	Meters	Maintenance	Removal	Total
Company Labor	$ 2,253.00				$ 66	$ 2,319
Contract Labor	$ 6,517.00					$ 6,517
Company Material	$ 2,574.00					$ 2,574
Contractor Material						$ -
Company Equipment	$ 204.00				$ 30	$ 234
Contractor Equipment						$ -
E & S Supv (Material)	$ 1,236.00					
E & S Supv (Labor & Eq)	$ 4,308.00				$ 46	$ 5,590
Subtotal	$ 17,092.00				$ 142	$ 17,234
Blanket						
Other Billing						$ -
Salvage	$ 43.00					$ 43
Total	$ 17,049.00				$ 142	$ 17,191

Labor & Equipment Cost From JETS Face Sheet

Labor Total	$8,836.00
Equipment Total	$234.00
E&S Labor & Equip	$5,590.00
Blanket Cost	
Total Labor & Equip	$14,660.00

Material Cost from JETS Face Sheet

Material Cost	$2,574.00
E&S Material	$0.00
Total Material	$2,574.00

Salvage from JETS

Salvage Credit	$43.00

From JETS

Total Labor and Equipment	$14,660.00
Total Material	$2,574.00
Total Savlage Credit	$43.00
Total Billing	$17,191.00

ESTIMATE SUMMARY			Utility Cost Breakdown				
Item(s)				Removal	Install	Total	
		Engineering/Coordination		$46.00	$5,544.00	$5,590.00	
Engineering, Supervision, & Overheads	$5,590.00	Labor		$66.00	$8,770.00	$8,836.00	
RW (Acquisition Only)		Transportation/Misc		$30.00	$204.00	$234.00	
Construction Labor	$8,836.00	Material		$0.00	$2,574.00	$2,574.00	
Materials & Handling Charges	$2,574.00	Blanket Cost		$0.00	$0.00		
Transportation & Equipment	$234.00	Salvage Credit		$0.00	$43.00	$43.00	
Blanket Cost							
Miscellaneous Expense							
GROSS RELOCATION COSTS	$17,234.00	TOTAL				$17,191.00	
*Salvage Credit	$43.00						
*Betterment		Engr, Supv, OH =	Plant Labor	Plant Material	Plant Euipment	TOTAL	Approved %
*Joint Use Bell Billing Credit			$8,770	$2,574	$204	$11,548	
TOTAL CREDITS	$43.00	Engr, Supv, OH =	$6,236				
TOTAL REIMBURSABLE COSTS	$17,191.00						

Rounding may result in +/-$1

ALABAMA POWER COMPANY

INVOICE

Date : 20-Sep-2023 02:17 PM

BILLING TYPE: FIXED

BUSINESS CODE :

APPLICANT : CITY OF MOBILE PROJECT 2018-3005-19

DATE :

BILL TO : CITY OF MOBILE PROJECT 2018-3005-19

ADDRESS : 756 ST LOUIS ST

CITY : MOBILE AL, 3660 STATE : AL ZIP :

REF. NUMBER : 3320223

WORK ORDER # : A655323A723

CSS Account #:

JOB DESCRIPTION : RMV OH SEC AND CONVERT TO UG. INVERT RISER ON EXISITNG SECONDARY AT PROPERTY LINE. OH SERVICE TO REMAIN...THIS JOB IS TO BE REIMBURSABLE.

TOTAL PRICE : $17,191.00

PAID IN ADVANCE : N

REMINDER : Payment must be received before work can be scheduled, and please allow two weeks for construction to commence.

Forward payment to :

ALABAMA POWER COMPANY
Attn: MCMURPHY, LUIS A.
650 MICHIGAN AVE. BUILDING C
PO BOX 2247
MOBILE, AL 36652

Price is good for 90 Days

2025

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a reimbursable utility agreement, between the City of Mobile and the company listed below, for work as outlined in the reimbursable utility agreement attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company:	Alabama Power
Project Name:	Innovating St. Louis Street: Mobile's Technology Corridor COM Project No. 2018-3005-19
Cost:	$120,603.00

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize Agreement with Pelican Coast Conservancy for Conservation Easement in the amount of $45,954.60 for the property located off Todd Acres Drive and Kooiman Road.

Amount of Contract:
$45,954.60

Funding Source

ATTACHMENTS:
1. CE Agreement with Pelican Coast Conservancy-Partially Executed
2. RESOLUTION-Pelican Coast Conservancy

REVIEWERS:
Kelsi Tippery
Laura Angle
Chris Kern
James Barber

AGREEMENT BETWEEN OWNER AND CONSULTANT FOR A STIPULATED SUM (HEREINAFTER "AGREEMENT")

This Agreement made and entered into this 18th day of March 2025,

BETWEEN the Owner: CITY OF MOBILE
205 Government Street
P O Box 1827
Mobile, Alabama 36633

And the Consultant: Pelican Coast Conservancy
403 Conti Street
Mobile, Alabama 36602

For the following Project: Conservation Easement, City of Mobile/Scannell Properties #727, LLC Property

The Owner and Consultant agree as set forth below:

1.0 CONSULTANT'S SERVICE

1.1 The Consultant's services consist of preparing and holding an easement on 149.36 acres located off Todd Acres Drive and Kooiman Road in Mobile, Alabama 36582 partially constituting tax parcel #R023307353000001.000 in Mobile County, Alabama for a contract sum of Forty-Five Thousand Nine Hundred Fifty-Four and 60/100 Dollars.

1.2 The Consultant's services shall be provided for three (3) payments; 1. Non-refundable deposit to be paid upon contract execution, 2. Stewardship Fee to be paid upon completion of services, 3. Easement Preparation to be paid upon completion of services.

1. Non-refundable Deposit: Five Thousand 00/100 Dollars
2. Stewardship Fee: Twenty Thousand Five Hundred 00/100 Dollars
3. Easement Preparation: Twenty Thousand Four Hundred Fifty-Four 60/100 Dollars

1.3 The Consultant's services shall be as stated in the attached Proposal for **Conservation Easement Project Proposal for the City of Mobile/Scannell Propoerties #727, LLC property,** as accepted by the City of Mobile, and dated February 19, 2025. Consultant shall provide invoice at completion.

1.4 If Additional Services are required due to circumstances beyond the Consultant's control, the Consultant shall give written notice to the Owner and obtain written authorization from the Owner before commencing such Services. The Consultant's notice shall include a description of
the circumstances justifying the "Additional Services" and a proposal to provide the Services.

2.0 OWNER'S REPRESENTATIVE

2.1 The Owner's Representative, authorized to act on the Owner's behalf with respect to the Project is Lance Slater, Chief Resilience Officer or the Chief Resilience Officer's designated representative.

2.2 CONSULTANT IN CHARGE

Individual:	Robert D. Keller, Ph.D
Firm Name:	Pelican Coast Conservancy
Address:	403 Conti Street Mobile, Alabama 36602
Phone	251-222-8959

3.0 GENERAL REQUIREMENTS

3.1 The Consultant shall deliver the Work complete in a Hard Copy Format and Electronic Format Copy, within **Sixty (60) business days** from completion of services.

3.2 The Owner and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, in respect of all covenants of this Agreement. Consultant shall not assign, sublet or transfer his or its interest in this Agreement without written consent of the Owner, which consent will be granted or withheld at the owner's sole discretion.

3.3 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or any standards as a part of the Agreements either written or oral. The Owner and Consultant may amend this Agreement only by written instrument signed by both parties.

3.4 Filing fee, permit fee, and review fees, as may be required by City of Mobile departments, are hereby waived.

3.5 The Consultant shall maintain insurance in accordance with Exhibit 1 Insurance and shall attach to this contract, a correctly executed Certificate of Liability Insurance with required endorsements.

3.6 Payment will be made to the Consultant upon completion of the Work, as specified in the Proposal.

4.0 INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

5.0 STANDARD OF PERFORMANCE

CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

6.0 CONTRACT DOCUMENTS

6.1 The contract documents consist of this Agreement, the Consultant's Proposal as accepted by the City and other documents listed in this Agreement, all of which form the Contract and are fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents, other than a Modification, appears below:

1. Consultant Proposal, dated February 19, 2025 – 6 Pages
2. This Instrument (Agreement) – 15 Pages
3. E-Verify Documentation
4. Certificate of Insurance and Endorsements

6.2 This Agreement shall be governed by the Laws of the State of Alabama and the appropriate venue for any actions arising out of this Agreement shall be Mobile, Alabama.

7.0 DISPUTE RESOLUTION

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise.

8.0 BREACH OF CONTRACT

In the event of any breach or apparent breach by CONSULTANT of any of its obligations under the terms of this agreement, and in the further event that City shall engage the services of an attorney to protect or to enforce its rights with respect to said breach or apparent breach, then and in those events, Consultant agrees to pay and to reimburse any and all reasonable attorneys' fees and expenses which City may incur with respect to City's enforcement of this agreement; regardless of whether said attorney's fees and costs shall be incurred in connection with any litigation or in connection merely with advice and representation provided without litigation.

9.0 ANTI-DISCRIMINATION

Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

10.0 TERMINATION OF CONTRACT

The City or CONSULTANT may terminate the contract upon thirty (30) days written notice. Notice from the City shall be mailed to the address provided by the CONSULTANT on this form. Notice to the City shall be addressed to the City address provided on this form. The City shall not be liable for payment to the CONSULTANT for lost profit or damages as the result of its termination of this contract.

11.0 SEVERABILTY CLAUSE

In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceableability shall not affect any other provisions of the agreement, but this agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify the agreement so as to effect the original intent of the parties as closely as possible so the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

12.0 ASSERTION OF RIGHTS

Failure by the City to assert a right or remedy shall not be construed as a waiver of the right or remedy.

13.0 OPPORTUNITY TO CONSULT WITH COUNSEL

CONSULTANT acknowledges that he, or she, has had an opportunity to consult with and be represented by counsel of CONSULTANT's choosing in the review of the agreement, that he, or she, has been advised by the City to do so, that CONSULTANT is fully aware of the contents of the agreement and of its legal effect, that the preceding paragraphs recite the sole consideration for the agreement and the CONSULTANT enters into the agreement freely, without duress or coercion, and based on the CONSULTANT's own judgement and wishes and not in reliance upan any representation or promise made by the City, other that those contained herein. The CONSULTANT further represents and acknowledges that he, or she, has been provided a reasonable period of time within which to review the terms of the agreement.

14.0 NO THIRD-PARTY BENEFIT

CONSULTANT and the City enter the agreement for their mutual benefit and not for the benefit of any third parties.

15.0 IMMIGRATION LAW

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

16.0 MISCELLANEOUS:

16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

16.2 Notwithstanding any of the provisions of this Agreement, it is agreed that the City has no financial interest in the business of the Consultant, and shall not be liable for any debts or obligations incurred by Consultant, nor shall City be deemed or construed to be a partner, joint venture or otherwise interested in the assets of the Consultant, or sums earned or derived by the Consultant, nor shall Consultant at any time or times use the name or credit of the City in purchasing or attempting to purchase any car, equipment, supplies or other thing or things whatsoever.

16.3 Consultant, in the performance of its operations and obligations hereunder, shall not be deemed to be the agent of the City but shall be deemed to be an independent contractor in every respect and shall take all steps at its own expense, as the City may from time to time request, to indicate that it is an independent contractor. City does not and will not assume any responsibility for the means by which or manner in which services by the Consultant, provided for herein, are performed, but on the contrary, the Consultant shall be wholly responsible therefor.

16.4 The Consultant hereby agrees to comply strictly with all ordinances of the City of Mobile, Alabama, and the laws of the State of Alabama and the United States while performing its obligations under the terms of this Agreement.

16.5 The Consultant agrees that upon violation of any of the covenants and agreements herein contained, on account of any act or omission or commission of the Consultant, the City may, at its option, terminate and cancel this Agreement.

16.6 All notices of cancellation, requests, demands or other communications to Owner shall be in writing and duly delivered to the following address for City:

Lance Slater, Chief Resilience Officer
City of Mobile 2nd Floor
Post Office Box 1827
Mobile, AL 36633-1827

Consultant:
Pelican Coast Conservancy
403 Conti Street
Mobile, Alabama 36602

Copy to: City Attorney

City of Mobile Legal Department
Post Office Box 1827
Mobile, AL 36633-1827

IN WITNESS WHERE OF, the parties to these presents have hereunto set their hand and seal; the Mayor of the City of Mobile, acting under and by virtue of such office and with fully authority and the Consultant by such duly authorized officers or individuals as may be required by law.

This Agreement entered into as of the day and year first written above.

OWNER: City of Mobile	**CONSULTANT: Pelican Coast Conservancy**
Signature	Signature
_____	_____
William S. Stimpson, Mayor	Robert D. Keller, PhD, Chief Executive Officer

ATTEST:

_____
City Clerk

NOTARY

_____

MIRANDA CANTRELL
MY COMMISSION EXPIRES
NOTARY PUBLIC
JUNE 22, 2028
PICKENS COUNTY, GEORGIA

STATE OF ALABAMA
COUNTY OF MOBILE

Before me, the undersigned a Notary Public in and for said County and State, personally appeared _____ as _____ of and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of . Sworn to and subscribed for me this ___ day of _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____

Exhibit 1

Insurance – For the duration of this agreement, the Contractor shall maintain the following minimum amounts for this project:

A. Professional Liability Insurance:

1. Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

B. Workers' Compensation/Employer's Liability:

1. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.

2. Employer's Liability with limits of not less than: Bodily Injury by Accident $1,000,000 each accident Bodily Injury by Disease $1,000,000 policy limit Bodily Injury by Disease $1,000,000 each employee

3. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

C. Comprehensive General Liability Insurance:

1. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by Contractor.

2. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

D. Automobile Liability Insurance:

1. Automobile Liability Insurance to cover any auto, including all owned, nonowner, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

E. Excess/Umbrella Liability Insurance:

1. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

2. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

Additional Insured - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to name City of Mobile as an Additional Insured.

Primary Insurance - All policies of insurance, except professional liability, workers compensation and employer's liability insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10days for non-payment) prior written notice thereof to the City of Mobile.

Certificates of Insurance - General-Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

The following language shall be required on the Certificate of Insurance:
City of Mobile is included as an Additional Insured in respect to all policies except Workers Compensation and Profession Liability, which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all parties. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

PELICAN COAST CONSERVANCY

Office
403 Conti Street
Mobile, Alabama 36602

Staff
Robert D. Keller, Ph.D
Chief Executive Officer
Walter C. Ernest, IV
Director of Operations
Patrick D. Honan
Conservation Biologist

February 19, 2025

City of Mobile
Attn: Mayor Sandy Stimpson
205 Government Street
Mobile Government Plaza
Mobile, Alabama 36644

Re: Conservation Easement Project Proposal for the City of Mobile/ Scannell Properties #727, LLC property

Dear Mayor Stimpson:

This letter serves as the Pelican Coast Conservancy's proposal for preparing and holding an easement on your 149.36 acres located off Todd Acres Drive and Kooiman Road in Mobile, Alabama 36582 partially constituting tax parcel #R023307353000001.000 in Mobile County, Alabama. We are especially delighted to have the opportunity to work to protect your land due to its proximity to 1) a second-order freshwater stream (Rabbit Creek), 2) a first-order freshwater stream (Whiskey Branch Branch), and 3) freshwater forested/shrub wetland areas.

Per your email correspondence of 18FEB25, I presume that the easement would encompass the entire 149.36 acres primarily to perpetually conserve the assorted wetland areas with a secondary foci on permanently protecting the riparian buffers and wetlands areas associated with 1) one second-order freshwater stream (Rabbit Creek), and 2) one first-order freshwater stream (Whiskey Branch).

To fulfill our requirements under the IRS Code 170(h), we (the Conservancy) would document your property's natural resources and critical habitat with geographic information systems (GIS) maps and narrative descriptions that would serve as a Baseline Documentation Report. We would also prepare a conservation easement agreement that would be designed to permanently protect your property's most sensitive resources. For your perusal, we have enclosed a copy of our "General Guidelines for Conservation Easement Projects." This document should provide you with information regarding conservation easements, the role of the Conservancy in preparing and monitoring them, and other costs that you may incur during the process. We encourage you to read the General Guidelines thoroughly.

VETERAN OWNED BUSINESS 2025

We have estimated the costs associated with preparing your easement to be approximately $20,454.60. The Easement Preparation Cost Estimate, which includes 1) cost of Baseline Documentation Report, 2) cost of Title Search, and 3) cost of Title Insurance, sets forth our estimate of these fees as of the date of the letter. For your perusal, we have enclosed a copy of the itemized Easement Preparation Cost. Preparation costs are often positively correlated with easement complexity, and could be greatly reduced if you are willing to share the title information previously secured when you procured your property.

If you desire for your conservation easement to be considered as a tax-deductible charitable gift, it will be necessary for you to obtain an independent appraisal (for easements valued > $5,000). As recipient of your conservation easement donation, the Conservancy is prohibited from representing its value and maintains a neutral position regarding the hiring of appraisers. It is ultimately the donor's responsibility to contact a qualified conservation easement appraiser. However, we can provide to you a list of appraisers who are experienced in that particular field. Please be aware that a qualified appraisal is highly variable in price, depending on 1) complexity of easement, 2) size of property, and 3) fee schedule of appraiser. The ultimate cost of an appraisal that assesses the value of a conservation easement may be substantial.

In addition, to perpetually administer, monitor, and defend the easement, we recommend Stewardship fees in the amount of $25,500. Stewardship fees are treated as a charitable contribution and will be payable upon recording of the easement. Stewardship fee contributions can be made by various methods (donation of publicly traded securities, land, cash, etc.) and may be made over a pre-agreed time frame.

Also, if your property is subject to a mortgage, your lender must subordinate their loan to the terms of the Conservation Easement in order for the easement to qualify for federal and/or state tax benefits.

The Conservancy requires that a $5,000.00 non-refundable deposit be made prior to commencement of any further work on your easement. This deposit will be applied to the Easement Preparation Cost. We will bill you upon execution of the Conservation Easement for the balance of the Preparation expenses incurred.

Once the Conservancy receives your $5,000.00 deposit, we will initiate work with you and your legal counsel to draft a conservation easement that reflects your personal goals and the mission of the Conservancy. Careful preparation is necessary to ensure that your conservation easement is qualified under the Alabama Uniform Conservation Easement Act §§ 35-18-1 through 35-18-6. and U.S. Internal Revenue Code 170(h). While it may be the opinion of the Conservancy that your conservation easement fulfills the prerequisites of the aforementioned organizations, the qualification of a conservation easement is ultimately determined by the United States Internal Revenue Service and the State of Alabama.

By signing this original Conservation Easement Project Proposal in the space provided below, you will authorize the Conservancy to begin work on this project. For your personal records, an additional copy of this correspondence is enclosed. Please call me at 706-273-9173 if you have any additional questions.

I thank you in advance for this consideration and look forward to your reply. It is going to be a pleasure to work with you to conserve your beautiful property.

Warmest Regards,

Robert D. Keller, Ph.D
Chief Executive Officer

City of Mobile (E202501P)

I approve and accept this Conservation Easement Project Proposal and authorize the Pelican Coast Conservancy, Inc. to begin work.

Landowner(s) _____

Date _____

Calculation of Stewardship Fees – City of Mobile (E202501P)

Landowner Name: **City of Mobile/Scannell Properties #727, LLC**

Acreage: **149.36**

Existing Structures: **0**

Permitted New Structures: **0**

Other Factors: **The City of Mobile/Scannell Properties #727, LLC property consists of 149.36 acres of relatively natural land located off Todd Acres Drive and Kooiman Road in Mobile, Alabama 36582 partially constituting tax parcel #R023307353000001.000 in Mobile County, Alabama. The property consists of assorted wetlands areas (palustrine shrub/scrub, (PSS3A); freshwater forested/shrub (PF04A); palustrine forested broad-leaved deciduous, (PF03A)) leading to 1) one second-order freshwater stream (Rabbit Creek), and 2) one first-order freshwater stream (Whiskey Branch). The owners wish to 1) perpetually conserve the assorted wetland areas, 2) permanently protect the riparian buffers and wetlands areas associated with Rabbit Creek and Whiskey Branch, and 3) passively recreate on the property.**

Calculation of Stewardship Fees – City of Mobile (E202501P)

	Billing Rate		Hours		Total Cost ($)
INSPECTION:					
Travel (round trip)	$50	x	1	=	50
Site Walk	$100	x	2	=	200
Historic Review	$100	x	1	=	100
Post Preparation	$100	x	1	=	100
Inspection Subtotal					$450
ADMINISTRATION:					
Secretarial	$55	x	1	=	55
Misc./Info Inquiry	$55	x	1	=	55
Inspection Follow-up	$55	x	1	=	55
Reserved Structures	$100	x	0	=	0
Administration Subtotal					$165
INSPECTION & ADMINISTRATION SUBTOTAL					$615
STEWARDSHIP FEES SUBTOTAL (SUBTOTAL ÷ .03)					$20,500
CONSERVATION DEFENSE FUND DEDUCTIBLE:					$5,000
TOTAL REQUESTED STEWARDSHIP FEES					**$25,500**

Easement Preparation Cost Estimate – City of Mobile (E202501P)

Baseline Documentation Report	$9,000.00
Mileage (78 mi @ $.70/mi)	54.60
Administrative Fees (Copies, postage, etc.)	300.00
Subtotal	$9,354.60
Fees	
Property Title Search	$300.00
Property Title Insurance	500.00
Legal Fees	10,000.00
Deed & Baseline Processing Fees	300.00
Subtotal	$11,100.00
Grand Total	$20,454.60

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, an agreement, by and between the City of Mobile and the company listed below, for work as outlined in agreement attached hereto and made a part hereof as set forth in full, subject to the company signing the agreement. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Pelican Coast Conservancy

Not to Exceed Cost: $45,954.60

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Arcadis U.S. Inc., for boring for intersection signals at Airport Blvd and Sage Ave for Traffic Engineering.

Amount of Contract:
$79,151.81

Funding Source
Capital - Traffic signal & street light maintenance

ATTACHMENTS:
1. 20250327 Arcadis Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 1 April 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Arcadis U.S. Inc.

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Arcadis U.S. Inc., for boring for intersection signals at Airport Blvd and Sage Ave for Traffic Engineering.
Capital - Traffic signal & street light maintenance

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $79,151.81

FUNDING SOURCE:

Budget Item: See Requisition — Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ — Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: AL state contract

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
21187	2025	(2060) TRAFFIC ENGINEERING	BORING FOR INTERSECTION SIGNALS AT AIRPORT BLVD AND SAGE AVENUE (AL STATE CONTRACT)	$79,151.81	(297773) ARCADIS U.S. INC.

Adopted:

_____

City Clerk

```
==============================================================================
  Bill To                              |          Requisition 00021187-00  FY 2025
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |2000.80.00.0000.0000.0000.0000.0000.48010.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  910518227
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 1
==============================================================================
  Vendor                                   Ship To
  ARCADIS U.S. INC.                        ELECTRICAL
  630 PLAZA DRIVE                          854 GAYLE STREET

                                           MOBILE, AL 36604
  HIGHLANDS RANCH, CO 80129                DLOVE@CITYOFMOBILE.ORG

  Tel#504-648-3616                         Delivery Reference
                                           DIANNA LOVE

                                           Deliver To
                                           TRAFFIC ENGINEERING
                                           852 GAYLE STREET

                                           MOBILE, AL 36604


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  03/12/25   |297773 |         |                    |TRAFFIC ENGINEERING
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price

    General Notes
    -------------


    AS PER STATE OF ALABAMA CONTRACT
    MA999 220000000043
    EXPIRES 1-9-26


    THIS IS FOR THE BORING AT THE INTERSECTION OF AIRPORT BLVD AND SAGE AVENUE
    IN MOBILE AL
001 86 Underground, Non-Metallic             1080.00        4.23150       4570.02
    (Major Materials) (Cost Plus)               EACH
    Additional Description Notes
    -------------

    Vendor Item

   1 2000.80.00.0000.0000.0000.0000.0000.48010.
     E C1012     .CONSTRUCTN.          .                                 4570.02

    Ship To
    ELECTRICAL
    854 GAYLE STREET
    MOBILE, AL 36604
    Delivery Reference
    DIANNA LOVE

    Deliver To
    TRAFFIC ENGINEERING
```

Bill To	Requisition 00021187-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
002	89 Underground, Directional Bore Minimal 8 INCH Diameter Hole Vendor Item	1.00 EACH	13546.58000	13546.58
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN. .			13546.58
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
003	93 Underground, Bore Footage Adder for 3,200 LF or Less (lines 87-92) Vendor Item	1.00 EACH	1044.23000	1044.23
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN. .			1044.23

Bill To	Requisition 00021187-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved

Vendor
ARCADIS U.S. INC.
630 PLAZA DRIVE

HIGHLANDS RANCH, CO 80129

Tel#504-648-3616

Ship To
ELECTRICAL
854 GAYLE STREET

MOBILE, AL 36604
DLOVE@CITYOFMOBILE.ORG

Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
004	94 Underground, Bore Footage Adder for a non-interstate installation (lines 87-92) Vendor Item	1.00 EACH	1044.22000	1044.22
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN. .			1044.22
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING			

Bill To	Requisition 00021187-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved

Vendor
ARCADIS U.S. INC.
630 PLAZA DRIVE

HIGHLANDS RANCH, CO 80129

Tel#504-648-3616

Ship To
ELECTRICAL
854 GAYLE STREET

MOBILE, AL 36604
DLOVE@CITYOFMOBILE.ORG

Delivery Reference
DIANNA LOVE

Deliver To
TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			
005	162 Poles, Drill Shafts & Foundations; Poles (Major Material) (Cost Plus) Vendor Item	4.00 EACH	2200.00000	8800.00
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN. .			8800.00
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
006	171 Pole, Steel Foundation Vendor Item	32.00 EACH	1217.82170	38970.29
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN. .			38970.29

Bill To	Requisition 00021187-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
007	231 Site Infrastructure, Concrete (Major Material) (Cost Plus) Vendor Item	1.00 EACH	6140.80000	6140.80
1	2000.80.00.0000.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN. .			6140.80
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET			

Bill To	Requisition 00021187-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36604			
008	241 Traffic Control, Single Lane Closure Non-Interstate Vendor Item	1.00 EACH	4167.45000	4167.45
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN. .			4167.45
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
009	250 Technical Services, Project Site Visit Vendor Item	1.00 EACH	382.01000	382.01
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN. .			382.01

Bill To	Requisition 00021187-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved

Vendor
ARCADIS U.S. INC.
630 PLAZA DRIVE

HIGHLANDS RANCH, CO 80129

Tel#504-648-3616

Ship To
ELECTRICAL
854 GAYLE STREET

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TRAFFIC ENGINEERING
852 GAYLE STREET

MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604			
010	261 Technical Services, Project Manager (5 years experience ITS Field) Vendor Item	1.00 EACH	486.21000	486.21
	1 2000.80.00.0000.0000.0000.0000.0000.48010. E C1012 .CONSTRUCTN. .			486.21
	Ship To ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING			

Bill To	Requisition 00021187-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.48010. Review: Buyer: 910518227 Status: Approved

Vendor	Ship To
ARCADIS U.S. INC. 630 PLAZA DRIVE HIGHLANDS RANCH, CO 80129 Tel#504-648-3616	ELECTRICAL 854 GAYLE STREET MOBILE, AL 36604 DLOVE@CITYOFMOBILE.ORG Delivery Reference DIANNA LOVE Deliver To TRAFFIC ENGINEERING 852 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price
	852 GAYLE STREET MOBILE, AL 36604			

Requisition Link

Requisition Total 79151.81

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C1012	.CONSTRUCTN.	.	79151.81	270848.19

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.48010. CAPITAL IMPROVEMENTS FUND EXP CONSTRUCTION	79151.81	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	03/21/25	ADAM SPENCE	Auto approved by: 91054000
Approved	03/21/25	JENNIFER WHITE	
Approved	03/21/25	BRENDA RHODES	
Approved	03/21/25	TIFFANY HOLLINS	Auto approved by: 910511034
Approved	03/21/25	RELYA MALLORY	Auto approved by: 910511034
Unknown	03/26/25	SANDRA LEWIS	
Approved	03/26/25	DONALD ROSE	Auto approved by: 910518227
Approved	03/26/25	SANDRA LEWIS	
Approved	03/26/25	STEVEN KRONINGER	Auto approved by: 910518227
Approved	03/26/25	SAMANTHA COOLEY	Auto approved by: 910518227
Approved	03/26/25	CLAUDE BUERGER IV	Auto approved by: 910518227
Approved	03/26/25	ANNE FOLEY	Auto approved by: 910518227
Approved	03/26/25	JOHN PAINE	Auto approved by: 910518227

Bill To	Requisition 00021187-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.48010.
MOBILE, AL	Review:
36601	Buyer: 910518227
vendorinvoices@cityofmobile.org	Status: Approved Page 9

Vendor	Ship To
ARCADIS U.S. INC.	ELECTRICAL
630 PLAZA DRIVE	854 GAYLE STREET
	MOBILE, AL 36604
HIGHLANDS RANCH, CO 80129	DLOVE@CITYOFMOBILE.ORG
Tel#504-648-3616	Delivery Reference
	DIANNA LOVE
	Deliver To
	TRAFFIC ENGINEERING
	852 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/12/25	297773				TRAFFIC ENGINEERING

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Statewide Intelligent Transportation System Amendment #1

Type
Master Agreement

Supplier
Arcadis Us, Inc

Contract Code
220000000043-999-1

Linked Solicitation
NA

Sourcing Number
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Kerri	Hines	kerri.hines@purchasing.alabama.gov	3342424610

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
Akhil	Chauhan	akhil.chauhan@arcadis.com	225-244-6589
Ellen	Hooper	ellen.hooper@arcadis.com	602-797-4514
Kristine	Nemeth	kristine.nemeth@arcadis-us.com	8605031513
Sean	Sweeney	sean.sweeney@arcadis.com	617-849-9964
Valquiria	Jablinski	valquiria.jablinski@arcadis.com	9194152290
Kim	Lasnicki	kim.Lasnicki@arcadis.com	3156719132

6 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
2/14/2022

End Date
1/9/2026

Documents

Items

Item Name	Product Code		UOM
Fiber Optic Cable, (Major Materials)	220000000043-999-1-1	0.00	USD

- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Final_MA_999_220000000043_1_MA_FORM_ADV_PDF.PDF
- Statewide Intelligent Transportation System Maintenance terms and conditions.xml

Item Name	Product Code		UOM
Fiber Optic Cable, 12F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-2	2.55	Linear Foot
Fiber Optic Cable, 36F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-3	2.60	Linear Foot
Fiber Optic Cable, 48F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-4	2.67	Linear Foot
Fiber Optic Cable, 60F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-5	2.72	Linear Foot
Fiber Optic Cable, 72F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-6	2.83	Linear Foot
Fiber Optic Cable, 96F (Agency Spec) Based On 3,501 Lf Or Gr	220000000043-999-1-7	2.95	Linear Foot
Fiber Optic Cable, 144F (Agency Spec) Based On 3,501 Lf Or G	220000000043-999-1-8	3.06	Linear Foot
Fiber Optic Cable, Armored Cable Adder, Single Jacket, Singl	220000000043-999-1-9	1.16	Linear Foot
Fiber Optic Cable, Adder For 1,501 Lf To 3,500 Lf	220000000043-999-1-10	1.68	Linear Foot
Fiber Optic Cable, Adder For 1,500 Lf Or Less	220000000043-999-1-11	2.32	Linear Foot
Fiber Optic Cable, Adder Existing Conduit	220000000043-999-1-12	2.32	Linear Foot

Item Name	Product Code		UOM
Fiber Distribution Unit, (Major Materials)	220000000043-999-1-13	0.00	USD
Fiber Distribution Unit, 72F Rack Mount, Primary	220000000043-999-1-14	983.98	Each
Fiber Distribution Unit, 144F Rack Mount, Primary	220000000043-999-1-15	1,533.85	Each
Fiber Distribution Unit, 6F Shelf Mount, Secondary	220000000043-999-1-16	300.98	Each
Fiber Distribution Unit, 12F Shelf Mount, Secondary	220000000043-999-1-17	428.32	Each
Fiber Distribution Unit, Re-Entry	220000000043-999-1-18	231.53	Each
Network Device, (Major Materials)	220000000043-999-1-19	0.00	USD
Network Device, Type A (CMES)	220000000043-999-1-20	370.44	Each
Network Device, Type B (AMES)	220000000043-999-1-21	347.29	Each
Network Device, Type C (FMES)	220000000043-999-1-22	312.56	Each
Network Device, Endpoint Radio	220000000043-999-1-23	2,662.54	Each
Network Device, Backhaul Radio	220000000043-999-1-24	2,894.06	Each
Network Device, Cellular Modem	220000000043-999-1-25	289.41	Each
Network Device,	220000000043-999-1-26	2,315.25	Each

Item Name	Product Code		UOM
Existing Radio Realignment			
Network Device, Existing Radio Component Replacement	220000000043-999-1-27	312.56	Each
Network Device, Existing Network Device Configuration	220000000043-999-1-28	312.56	Each
Network Device, Existing Network Device Preventative	220000000043-999-1-29	57.88	Each
Network Device, Existing Backhaul Radio Preventative	220000000043-999-1-30	57.88	Each
Network Device, Existing Endpoint Radio Preventative	220000000043-999-1-31	57.88	Each
CCTV, Camera (Major Materials)	220000000043-999-1-32	0.00	USD
CCTV, Camera Mount, 40 FT Mounting Height or Less	220000000043-999-1-33	1,389.15	Each
CCTV, Camera Mount, 41 FT to 65 FT Mounting Height	220000000043-999-1-34	2,083.73	Each
CCTV, Camera Mount, 66 FT Mounting Height or Greater	220000000043-999-1-35	2,778.30	Each
CCTV, Camera Preventative Maintenance	220000000043-999-1-36	347.29	Each
Vehicle Detection System, (Major Materials)	220000000043-999-1-37	0.00	USD

Item Name	Product Code		UOM
Vehicle Detection System, Radar or Bluetooth	220000000043-999-1-38	868.22	Each
Vehicle Detection System, Magnetometer or In-Pavement Device	220000000043-999-1-39	347.29	Each
Vehicle Detection System, V to X	220000000043-999-1-40	868.22	Each
Vehicle Detection System, Component Replacement	220000000043-999-1-41	312.56	Each
Vehicle Detection System, Preventative Maintenance	220000000043-999-1-42	347.29	Each
Dynamic Message Sign, (Major Materials)	220000000043-999-1-43	0.00	USD
Dynamic Message Sign, Walk-In	220000000043-999-1-44	4,572.62	Each
Dynamic Message Sign, Front Access (Type A)	220000000043-999-1-45	3,310.81	Each
Dynamic Message Sign, Front Access (Type B)	220000000043-999-1-46	3,310.81	Each
Dynamic Message Sign, Dedicated, VSL, Multipost Sign	220000000043-999-1-47	2,662.54	Each
Dynamic Message Sign, Component Replacement	220000000043-999-1-48	520.93	Each
Dynamic Message Sign, Preventative Maintenance	220000000043-999-1-49	868.22	Each
Environmental Sensor, (Major	220000000043-999-1-50	0.00	USD

Item Name	Product Code		UOM
Materials)			
Environmental Sensor, Complete Install	220000000043-999-1-51	1,910.08	Each
Enviromental Sensor, Component Replacement	220000000043-999-1-52	926.10	Each
Enviromental Sensor, Preventative Maintenance	220000000043-999-1-53	405.17	Each
Highway Advisory Radio, (Major Materials)	220000000043-999-1-54	0.00	USD
Highway Advisory Radio, Complete Install	220000000043-999-1-55	1,910.08	Each
Highway Advisory Radio, Component Replacement	220000000043-999-1-56	926.10	Each
Highway Advisory Radio, Preventative Maintenance	220000000043-999-1-57	405.17	Each
Conduit Non-Metallic Exposed, (Major Materials)	220000000043-999-1-58	0.00	USD
Conduit Non-Metallic Exposed, 1 Inch	220000000043-999-1-59	10.65	Linear Foot
Conduit Non-Metallic Exposed, 1-1/4 Inch	220000000043-999-1-60	10.94	Linear Foot
Conduit Non-Metallic Exposed, 1-1/2 Inch	220000000043-999-1-61	11.23	Linear Foot
Conduit Non-Metallic Exposed, 2 Inch	220000000043-999-1-62	11.34	Linear Foot

Item Name	Product Code		UOM
Conduit Non-Metallic Exposed, 3 Inch	220000000043-999-1-63	11.52	Linear Foot
Conduit Non-Metallic Exposed, 4 Inch	220000000043-999-1-64	11.69	Linear Foot
Conduit Non-Metallic Exposed, 6 Inch	220000000043-999-1-65	12.27	Linear Foot
Conduit Non-Metallic Exposed, Adder for 500 LF or Less	220000000043-999-1-66	3.47	Linear Foot
Conduit Non-Metallic Exposed, Adder for a bridge	220000000043-999-1-67	23.15	Linear Foot
Conduit Rigid Metallic Galvanized, (Major Materials)	220000000043-999-1-68	0.00	USD
Conduit Rigid Metallic Galvanized, 1 Inch	220000000043-999-1-69	12.16	Linear Foot
Conduit Rigid Metallic Galvanized, 1-1/4 Inch	220000000043-999-1-70	13.31	Linear Foot
Conduit Rigid Metallic Galvanized, 1-1/2 Inch	220000000043-999-1-71	13.89	Linear Foot
Conduit Rigid Metallic Galvanized, 2 Inch	220000000043-999-1-72	15.05	Linear Foot
Conduit Rigid Metallic Galvanized, 3 Inch	220000000043-999-1-73	16.21	Linear Foot
Conduit Rigid Metallic Galvanized, 4 Inch	220000000043-999-1-74	17.94	Linear Foot
Conduit Rigid Metallic	220000000043-999-1-75	20.84	Linear Foot

Item Name	Product Code		UOM
Galvanized, 6 Inch			
Conduit Rigid Metallic Galvanized, 500 LF or Less Adder	220000000043-999-1-76	3.47	Linear Foot
Conduit Rigid Metallic Galvanized, Bridge Installation Adder	220000000043-999-1-77	23.15	Linear Foot
Conduit Reinforced Thermosetting Resin, (Major Materials)	220000000043-999-1-78	0.00	USD
Conduit Reinforced Thermosetting Resin, 2 Inch w/Bullet	220000000043-999-1-79	13.89	Linear Foot
Conduit Reinforced Thermosetting Resin, 3 Inch w/Bullet	220000000043-999-1-80	15.05	Linear Foot
Conduit reinforced thermosetting resin 4 inch w/bullet resis	220000000043-999-1-81	16.79	Linear Foot
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD	220000000043-999-1-82	26.63	Linear Foot
Conduit Reinforced Thermosetting Resin, 4.5 Inch OD	220000000043-999-1-83	28.36	Linear Foot
Conduit Reinforced Thermosetting Resin, 500 LF or Less Adder	220000000043-999-1-84	5.79	Linear Foot
Conduit Reinforced Thermosetting Resin, Bridge Installation	220000000043-999-1-85	23.15	Linear Foot
Underground, Non-Metallic,	220000000043-999-1-86	0.00	USD

Item Name	Product Code		UOM
(Major Materials)			
Underground, Directional Bore Minimal 3 INCH Diameter Hole	220000000043-999-1-87	8.10	Linear Foot
Underground, Directional Bore Minimal 5 INCH Diameter Hole	220000000043-999-1-88	19.68	Linear Foot
Underground, Directional Bore Minimal 8 INCH Diameter Hole	220000000043-999-1-89	30.10	Linear Foot
Underground, Directional Bore Minimal 10 INCH Diameter Hole	220000000043-999-1-90	37.04	Linear Foot
Underground directional bore Minimum 12" diameter hole	220000000043-999-1-91	39.36	Linear Foot
Underground, Directional Bore Minimal 18 INCH Diameter Hole	220000000043-999-1-92	43.99	Linear Foot
Underground, Bore Footage Adder for 3,200 LF or Less - Only	220000000043-999-1-93	2.32	Linear Foot
Underground, Bore Footage Adder for a non-interstate install	220000000043-999-1-94	2.32	Linear Foot
Underground, Bore Railhead Adder	220000000043-999-1-95	5.79	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-96	52.09	Linear Foot
Underground, Bore Railhead Adder	220000000043-999-1-97	5.79	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-98	57.88	Linear Foot

Item Name	Product Code		UOM
Underground, Bore Railhead Adder	220000000043-999-1-99	5.79	Linear Foot
Underground, Bore Rock hammer Adder	220000000043-999-1-100	63.67	Linear Foot

1 2 ›

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Harrells LLC for fertilizer and herbicide for Azalea City Golf Course.

Amount of Contract:
$18,052.87

Funding Source
General fund. Golf course enterprise account

ATTACHMENTS:
1. 20250325 Harrells Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 1 April 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Harrells LLC

PURPOSE & SCOPE OF PROJECT:
To approve issuance of purchase order to Harrells LLC for fertilizer and herbicide for Azalea City Golf Course.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $18,052.87

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual-cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Price below bid requirement.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
20786	2025	(F6130) AZALEA CITY GOLF COURSE	FERTILIZER AND HERBICIDE FOR AZALEA CITY GOLF COURSE (PRICE BELOW BID REQUIREMENT)	$18,052.87	(270772) HARRELLS LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00020786-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521513 Status: Approved

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---	---	---	---
	AS PER YOUR QUOTE 2506-10024			
001	FERTILIZER AS SPECIFIED:	40.00 BAG	33.66000	1346.40
	Additional Description Notes ---	---	---	---
	FAIRWAY GRADE FERTILIZER WITH 0.125% STAYGUARD HERBICIDE AS MANUFACTURED BY NUFARM (BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 18-0-15, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). PRODUCT TO BE DELIVERED ON OR BEFORE APRIL 22, 2025, 50 POUND BAGS. Vendor Item Inventory Item/Loc 14207			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			1346.40

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Bill To	Requisition 00020786-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521513 Status: Approved

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
002	FERTILIZER BULK, AS SPECIFIED :	11.00 TON	1518.77000	16706.47

Additional Description Notes

FAIRWAY GRADE FERTILIZER WITH 0.125% STAYGUARD HERBICIDE AS MANUFACTURED BY NUFARM(BRAND NAME ONLY, NO SUBSTITUTIONS). THE ANALYSIS SHALL BE 18-0-15, 100% SLOW RELEASE NITROGEN DERIVED FROM UF, MU OR PCU (NO SCU'S WILL BE ACCEPTED, NO SUBSTITUTIONS WILL BE ACCEPTED). 2000-POUND BAGS, TO BE DELIVERED AND SPREAD APRIL 22, 23 OR 24, 2025 BEGINNING AT 5:30AM.
Vendor Item
Inventory Item/Loc 3983

1 6130.70.20.0000.0000.2005.0000.0000.44020. 16706.47

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

003	FERTILIZER SPREAD SERVICE SUPPLIED BY VENDOR TRUCK AND D	1.00 LOT	0.00000	0.00

Bill To	Requisition 00020786-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521513 Status: Approved Page 3

Vendor	Ship To
HARRELLS LLC P O BOX 807 LAKELAND, FL 33802 Tel#800-780-2774 Fax 863-904-1545	AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608 Delivery Reference BRIAN AARON, CGCS Deliver To AZALEA CITY GOLF COURSE 1000 GAILLARD DRIVE MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price
	RIVER Additional Description Notes ---------- SPREAD FERTILIZER OVER 88 ACRES ON APRIL 22, 23 OR 24, 2025 BEGINNING AT 5:30AM. PRODUCT TO BE SPREAD AT 250 POUNDS PER ACRE Vendor Item Inventory Item/Loc 12312			
1	6130.70.20.0000.0000.2005.0000.0000.44020.			.00

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608
Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE
MOBILE, AL 36608

Requisition Link

Requisition Total 18052.87

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
6130.70.20.0000.0000.2005.0000.0000.44020. AZALEA CITY GOLF COURSE EXP OPERATING SUPPLIES	18052.87	

Bill To	Requisition 00020786-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6130.70.20.0000.0000.2005.0000.0000.44020. Review: Buyer: 910521513 Status: Approved

Vendor
HARRELLS LLC
P O BOX 807

LAKELAND, FL 33802

Tel#800-780-2774
Fax 863-904-1545

Ship To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Delivery Reference
BRIAN AARON, CGCS

Deliver To
AZALEA CITY GOLF COURSE
1000 GAILLARD DRIVE

MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	270772				AZALEA CITY GOLF COURSE

LN	Description / Account	Qty	Unit Price	Net Price

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
CCancelled	03/24/25	CLAUDE BUERGER IV	GL Allocation, GL Allocation c
CCancelled	03/24/25	CLAUDE BUERGER IV	GL Allocation changed
Approved	02/27/25	KIM CARMODY	Auto approved by: 91055604
Approved	02/27/25	DANIEL OTTO	
Approved	03/24/25	KIM CARMODY	
Approved	03/24/25	DANIEL OTTO	Auto approved by: 910520521
Forward	03/07/25	LONELL HARRIS	Automatic Forward to 9105paij
Approved	03/25/25	DONALD ROSE	Auto approved by: 910521513
Approved	03/25/25	SANDRA LEWIS	Auto approved by: 910521513
Approved	03/25/25	STEVEN KRONINGER	Auto approved by: 910521513
Approved	03/25/25	SAMANTHA COOLEY	Auto approved by: 910521513
Approved	03/25/25	CLAUDE BUERGER IV	
Approved	03/25/25	ANNE FOLEY	Auto approved by: 910521513
Approved	03/25/25	JOHN PAINE	Auto approved by: 910521513

Authorized By: _____ Date: _____
Signature

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Imagetrend, LLC, for annual renews of Elite Rescue and Elite Field EMS reporting software for MFRD.

Amount of Contract:
$90,375.00

Funding Source
General fund - EMS expense

ATTACHMENTS:
1. 20250327 Imagetrend Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 1 April 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Imagetrend, LLC

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Imagetrend, LLC, for annual renews of Elite Rescue and Elite Field EMS reporting software for MFRD.
General fund - EMS expense

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $90,375.00

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software; GSA contract

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
21956	2025	(1510) FIRE ADMINISTRATION	ANNUAL RENEWAL OF IMAGETREND ELITE RESCUE AND ELITE FIELD EMS REPORTING SOFTWARE FOR MFRD (BID EXEMPT AS SOFTWARE, GSA CONTRACT)	$90,375.00	(295732) IMAGETREND LLC

Adopted:

_____

City Clerk

Bill To	Requisition 00021956-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved

Vendor
IMAGETREND, LLC
20855 KENSINGTON BLVD.

LAKEVILLE, MN 55044

Tel#9524691589

Ship To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607
RICHARDSONV@CITYOFMOBILE.ORG

Delivery Reference
VICTORIA RICHARDSON

Deliver To
FIRE CENTRAL SUPPLY
2851 OLD SHELL ROAD

MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	295732				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ---------- RENEWAL OF EXISTING SOFTWARE. PER GSA-GS-35F 365DA. GS-35F-365DA. PERIOD COVERED BY CONTRACT: June 16, 2021 through June 15, 2026. STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	ANNUAL FEE Elite™ Rescue - SaaS *Includes Elite™ Field (03/31/25 - 03/30/26) : Invoice PS-INV114524	1.00 EACH	79875.00000	79875.00
1	6120.70.15.0000.0000.1510.0000.0000.42200.			79875.00
	Ship To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607			
002	ANNUAL FEE: Visual Informatics™	1.00	10500.00000	10500.00

```
==============================================================================
  Bill To                              |          Requisition 00021956-00  FY 2025
  ACCOUNTS PAYABLE                     |
  P O BOX 389                          |Acct No:
                                       |6120.70.15.0000.0000.1510.0000.0000.42200.
  MOBILE, AL                           |Review:
  36601                                |Buyer:  9105fola
  vendorinvoices@cityofmobile.org      |Status: Approved                   Page 2
==============================================================================
  Vendor                                   Ship To
  IMAGETREND, LLC                          FIRE CENTRAL SUPPLY
  20855 KENSINGTON BLVD.                   2851 OLD SHELL ROAD

                                           MOBILE, AL 36607
  LAKEVILLE, MN 55044                      RICHARDSONV@CITYOFMOBILE.ORG

  Tel#9524691589                           Delivery Reference
                                           VICTORIA RICHARDSON

                                           Deliver To
                                           FIRE CENTRAL SUPPLY
                                           2851 OLD SHELL ROAD

                                           MOBILE, AL 36607


------------------------------------------------------------------------------
  Date       |Vendor |Date     |Ship      |         |
  Ordered    |Number |Required |Via       |Terms    |Department
------------------------------------------------------------------------------
  03/25/25   |295732 |         |                    |FIRE ADMINISTRATION
------------------------------------------------------------------------------
 LN Description / Account                        Qty     Unit Price     Net Price
    ANNUAL FEE (03/31/25 -03/30/26) :           EACH
    Invoice PS-INV114524

   1 6120.70.15.0000.0000.1510.0000.0000.42200.                        10500.00

    Ship To
    FIRE CENTRAL SUPPLY
    2851 OLD SHELL ROAD
    MOBILE, AL 36607
    Delivery Reference
    VICTORIA RICHARDSON

    Deliver To
    FIRE CENTRAL SUPPLY
    2851 OLD SHELL ROAD
    MOBILE, AL 36607

Requisition Link
                                Requisition Total                        90375.00

     ***** General Ledger Summary Section *****
     Account                                          Amount  Remaining Budget
     6120.70.15.0000.0000.1510.0000.0000.42200.
                                                     90375.00        2126877.42
        EMERGENCY MEDICAL SVCS EXP      PROFESSIONAL & TECHNICAL

     ***** Approval/Conversion Info *****
     Activity  Date       Clerk                 Comment
     Approved  03/25/25   DONALD ROSE             Auto approved by: 9105fola
     Approved  03/25/25   SANDRA LEWIS            Auto approved by: 9105fola
     Approved  03/25/25   STEVEN KRONINGER        Auto approved by: 9105fola
```

Bill To	Requisition 00021956-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 6120.70.15.0000.0000.1510.0000.0000.42200. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
IMAGETREND, LLC 20855 KENSINGTON BLVD. LAKEVILLE, MN 55044 Tel#9524691589	FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607 RICHARDSONV@CITYOFMOBILE.ORG Delivery Reference VICTORIA RICHARDSON Deliver To FIRE CENTRAL SUPPLY 2851 OLD SHELL ROAD MOBILE, AL 36607

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	295732				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/25/25	SAMANTHA COOLEY		Auto approved by: 9105fola	
	Approved	03/25/25	CLAUDE BUERGER IV		Auto approved by: 9105fola	
	Approved	03/25/25	ANNE FOLEY			
	Approved	03/25/25	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

Click image for expanded view

IMAGETREND ELITE RESCUE

Mfr Part No.:	RESCUE_60000
Contractor Part No.:	RESCUE_60000
Manufacturer:	IMAGETREND, INC.
Contract No.:	GS-35F-365DA (ends: Jun 19, 2026)
MAS Schedule/SIN:	MAS/511210
Warranty:	STANDARD WARRANTY
Country of Origin:	UNITED STATES OF AMERICA

Disaster Purchasing items

Cooperative Purchasing items

Report incorrect product information (Login Required)

Price
$85,239.29 EA
Shipping not included

Qty: 1 Add to cart

sold and shipped by
IMAGETREND, INC.
Contract minimum order: $100.00

Product Details

Description

Description Provided by IMAGETREND, INC.
Web-based EMS and Fire data collection and reporting system.

1L X 1W (IN)

Compare Available Sources

Instructions: Select price below, enter qty at left, then Add to Cart. To view another contractor description, simply select the Contractor in the list below.

◈ Indicates when volume discounts are offered.

	Price/Unit		Contractor	Socio	Photo	Deliv Days	Min Order	FOB/Shipping
Selected	**$85,239.29**	EA	**IMAGETREND, INC.**	S		30 days delivered ARO	$100.00	D-PR,HI/O-CONUS,AK

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:

Amount of Contract:
To approve issuance of purchase order to SHI International Corp for annual renewal of Microsoft Windows Server, Visio, Power BI, Teams, Planner, Project, and CoPilot software subscriptions for MIT.

Funding Source
General fund.

ATTACHMENTS:
1. 20250327 SHI Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

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Agenda of: 1 April 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to SHI International Corp

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to SHI International Corp for annual renewal of Microsoft Windows Server, Visio, Power BI, Teams, Planner, Project, and CoPilot software subscriptions for MIT. General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $412,750.24

FUNDING SOURCE:

Budget Item: See Requisition

Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____

Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Bid exempt as software; AL state contract

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
21988	2025	(5000) INFORMATION TECHNOLOGY	ANNUAL RENEWAL OF LICENSES FOR MICROSOFT WINDOWS AND OFFICE SOFTWARE PRODUCTS FOR MIT (BID EXEMPT AS SOFTWARE, AL STATE CONTRACT)	$412,750.24	(272641) SHI INTERNATIONAL CORP

Adopted:

_____

City Clerk

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes ----------			
	PER STATE OF ALABAMA NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) CONRACT #CTR060028 AND #MA230000003919 AND YOUR QUOTE #25854303. TERM: 5/1/2025 - 4/30/2026			
	STATE OF ALABAMA CODE #41-16-51(a)(8) SOFTWARE EXEMPTION.			
001	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S59401577 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	28.00 EACH	19.67000	550.76
1	1000.10.23.5000.5000.5000.0000.0000.42115.			550.76

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	MOBILE, AL 36602			
002	Win Server DC Core ALng SA 2L Microsoft - Part#: 9EA-00278 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	80.00 EACH	128.16000	10252.80
	1 1000.10.23.5000.5000.5000.0000.0000.42115.			10252.80
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO SOFTWARE	12.00 EACH	138.84000	1666.08

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2			
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1666.08
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
004	O365 G3 GCC Sub Per User Microsoft - Part#: AAA-11894 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	900.00 EACH	250.44000	225396.00

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
1	1000.10.23.5000.5000.5000.0000.0000.42115.			225396.00
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
005	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 30 $92.40 $2,772.00 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	30.00 EACH	92.40000	2772.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			2772.00

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 5

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
006	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	1200.00 EACH	28.68000	34416.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			34416.00

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 6

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
007	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	2100.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			.00

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 7

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
008	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	6.00 EACH	277.56000	1665.36
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1665.36

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.23.5000.5000.5000.0000.0000.42115.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 8

Vendor	Ship To
SHI INTERNATIONAL CORP	MIT
290 DAVIDSON AVE	651 CHURCH STREET
	MOBILE, AL 36602
SOMERSET, NJ 08873	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#732-715-3197	Delivery Reference
Fax 732-868-6055	SCOTT KEARNEY
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
009	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	1200.00 EACH	100.32000	120384.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			120384.00

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 9

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
010	M365 G5 GCC Sub Per User Microsoft - Part#: AAL-45735 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	6.00 EACH	620.52000	3723.12
1	1000.10.23.5000.5000.5000.0000.0000.42115.			3723.12

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 10

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
011	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S59609500 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	3.00 EACH	138.80000	416.40
1	1000.10.23.5000.5000.5000.0000.0000.42115.			416.40

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 11

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
012	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60240604 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	1.00 EACH	435.07000	435.07
1	1000.10.23.5000.5000.5000.0000.0000.42115.			435.07

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
013	Power BI Premium USL GCC Sub Per User Microsoft - Part#: 6U1-00004 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60554661 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	1.00 EACH	185.21000	185.21
1	1000.10.23.5000.5000.5000.0000.0000.42115.			185.21

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
014	EOA Exchange Online GCC Sub Per User Microsoft - Part#: 4ES-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60701401 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	50.00 EACH	28.68000	1434.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			1434.00

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
015	O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60701401 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	50.00 EACH	100.24000	5012.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			5012.00

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved Page 15

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
016	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60701401 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	50.00 EACH	0.00000	0.00
1	1000.10.23.5000.5000.5000.0000.0000.42115.			.00

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
017	M365 Copilot GCC Sub Add-on Microsoft - Part#: EP2-24658 Contract Name: NASPO SOFTWARE VALUE ADDED RESELLER (SVAR) Contract #: CTR060028 Subcontract #: MA230000003919 Serial #: S60750099 Coverage Term: 5/1/2025 - 4/30/2026 Note: Anniversary Year 2	12.00 EACH	370.12000	4441.44
1	1000.10.23.5000.5000.5000.0000.0000.42115.			4441.44

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
SCOTT KEARNEY

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 412750.24

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.10.23.5000.5000.5000.0000.0000.42115. INFORMATION TECHNOLOGY EXP SOFTWARE COSTS	412750.24	2111321.35

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	03/25/25	GREG HOLLIDAY	Auto approved by: 91057606
Approved	03/25/25	SCOTT KEARNEY	
Approved	03/25/25	UDARA JAYASENA	Auto approved by: 91057606
Approved	03/25/25	DONALD ROSE	Auto approved by: 9105fola
Approved	03/25/25	SANDRA LEWIS	Auto approved by: 9105fola
Approved	03/25/25	STEVEN KRONINGER	Auto approved by: 9105fola
Approved	03/25/25	SAMANTHA COOLEY	Auto approved by: 9105fola

Bill To	Requisition 00021988-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.23.5000.5000.5000.0000.0000.42115. Review: Buyer: 9105fola Status: Approved

Vendor	Ship To
SHI INTERNATIONAL CORP 290 DAVIDSON AVE SOMERSET, NJ 08873 Tel#732-715-3197 Fax 732-868-6055	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference SCOTT KEARNEY Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/25/25	272641	03/25/25			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	03/25/25	CLAUDE BUERGER IV		Auto approved by: 9105fola	
	Approved	03/25/25	ANNE FOLEY			
	Approved	03/25/25	JOHN PAINE		Auto approved by: 9105fola	

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
Software, Valued Added Reseller

Type
Master Agreement

Supplier
SHI INTERNATIONAL CORP

Contract Code
MA230000003919

Linked Solicitation
NA

Sourcing Number
NA

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Brittany	Peterson	brittany.peterson@purchasing.alabama.gov	3342424667

1 Record(s)

Supplier Contact

First name	Last name	Email	Phone
SouthEastTeamGov@shi.com	SHI PO Contact	SouthEastTeamGov@SHI.com	800-715-3197
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388
Jeremy	Neff	Jeremy_neff@shi.com	251-259-8388

3 Record(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
4/1/2023

End Date
4/24/2027

Documents

Items

- State of Alabama PA(031623).docx.pdf
- Cost Plus pricing NASPO SVAR - Alabama.pdf

Item Name	Product Code	UOM
Software	230000003919-01	Each
Software, consumption based only	230000003919-02	USD
SHI PunchOut	shi	

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase order to Tenex Software Solutions for setup and leasing of electronic polling equipment for municipal election for City Clerk.

Amount of Contract:
$252,264.00

Funding Source
General fund.

ATTACHMENTS:
1. 20250327 Tenex Agenda Package POs

REVIEWERS:
Donald Rose
James Barber

AGENDA ITEM SUMMARY SHEET

Print Page | Reset

Agenda of: 1 April 2025 (Date)

Item No. _____

Submitted by: Procurement (Department) — John Paine, Purchasing Agent (Department Head)

Sponsored by: William S. Stimpson (Name) — Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: James Barber (Mayor's Office) — _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Approval of Purchase Order to Tenex Software Solutions

PURPOSE & SCOPE OF PROJECT:

To approve issuance of purchase order to Tenex Software Solutions for setup and leasing of electronic polling equipment for municipal election for City Clerk.
General fund.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $252,264.00

FUNDING SOURCE:

Budget Item: See Requisition — Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ — Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: On issuance to vendor.

Renewal date of contract (if applicable): _____

If not bid, state reason: Sole source to access/interface with Mobile County Probate poll data.

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

_____

_____

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
22010	2025	(1030) CITY CLERK	SETUP AND LEASING OF ELECTRONIC POLLING EQUIPMENT FOR MUNICIPAL ELECTION (SOLE SOURCE TO ACCESS/INTERFACE WITH MOBILE COUNTY PROBATE POLL DATA)	$252,264.00	(297110) TENEX SOFTWARE SOLUTIONS

Adopted:

_____

City Clerk

Bill To	Requisition 00022010-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.49250. Review: Buyer: Status: Released Page 1

Vendor	Ship To
TENEX SOFTWARE SOLUTIONS 3031 N ROCKY POINT DRIVE SUITE TAMPA, FL 33607 Tel#8136183639 x111	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/25	297110				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
001	EQUIPMENT FOR ELECTION: PRECINCT CENTRAL LEASE BUNDLE (QTY 138 TO INCLUDE 11TH GENERATION WIFI IPAD, FLIP AND SHARE STAND, INCLUDING STYLUS, 6' APPLE CERTIFIED USB-C CABLE, EPSON TM-M30 BLUETOOTH THERMAL PRINTER, LARGE CARRYING CASE, PRECINCT CENTRAL SOFTWARE EPB LICENSE (INCLUDES TOUCHPAD, CONSOLE, AND DATA STUDIO). PER ATTACHED LEASE QUOTE.	138.00 UNIT	1750.00000	241500.00

Additional Description Notes

EQUIPMENT FOR ELECTION: PRECINCT CENTRAL LEASE BUNDLE (QTY 138 TO INCLUDE 11TH GENERATION WIFI IPAD, FLIP AND SHARE STAND, INCLUDING STYLUS, 6' APPLE CERTIFIED USB-C CABLE, EPSON TM-M30 BLUETOOTH THERMAL PRINTER, LARGE CARRYING CASE, PRECINCT CENTRAL SOFTWARE EPB LICENSE (INCLUDES TOUCHPAD, CONSOLE, AND DATA STUDIO). PER ATTACHED LEASE QUOTE

Vendor Item

1 1000.10.90.9000.9000.9000.0000.0000.49250. 241500.00

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Bill To	Requisition 00022010-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.49250.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 2

Vendor	Ship To
TENEX SOFTWARE SOLUTIONS	CITY CLERK
3031 N ROCKY POINT DRIVE SUITE	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644
TAMPA, FL 33607	TIERENEY.LEVERETTE@CITYOFMOBILE.ORG
Tel#8136183639 x111	Delivery Reference
	TIERENEY LEVERETTE
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/25	297110				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
	Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644			
002	SERVICE - ASSEMBLY AND CONFIGURATION OF NEW UNITS - QTY 138 PER ATTACHED LEASE QUOTE	138.00 UNIT	48.00000	6624.00

Additional Description Notes

SERVICE - ASSEMBLY AND CONFIGURATION OF NEW UNITS - QTY 138
PER ATTACHED LEASE QUOTE
Vendor Item

1 1000.10.90.9000.9000.9000.0000.0000.49250. 6624.00

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

Bill To	Requisition 00022010-00 FY 2025
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 1000.10.90.9000.9000.9000.0000.0000.49250. Review: Buyer: Status: Released Page 3

Vendor	Ship To
TENEX SOFTWARE SOLUTIONS 3031 N ROCKY POINT DRIVE SUITE TAMPA, FL 33607 Tel#8136183639 x111	CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644 TIERENEY.LEVERETTE@CITYOFMOBILE.ORG Delivery Reference TIERENEY LEVERETTE Deliver To CITY CLERK 205 GOVERNMENT STREET 9TH FLR S TOWER ROOM 908 MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/25	297110				CITY CLERK

LN	Description / Account	Qty	Unit Price	Net Price
003	SERVICE - RETURN SHIPPING BOXES AND LABELS PER ATTACHED LEASE QUOTE Additional Description Notes --- SERVICE - RETURN SHIPPING BOXES AND LABELS PER ATTACHED LEASE QUOTE Vendor Item	138.00 EACH	30.00000	4140.00
1	1000.10.90.9000.9000.9000.0000.0000.49250.			4140.00

Ship To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644
Delivery Reference
TIERENEY LEVERETTE

Deliver To
CITY CLERK
205 GOVERNMENT STREET
9TH FLR S TOWER ROOM 908
MOBILE, AL 36644

Requisition Link

Requisition Total 252264.00

***** General Ledger Summary Section *****

Bill To	Requisition 00022010-00 FY 2025
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	1000.10.90.9000.9000.9000.0000.0000.49250.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Released Page 4

Vendor	Ship To
TENEX SOFTWARE SOLUTIONS	CITY CLERK
3031 N ROCKY POINT DRIVE SUITE	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644
TAMPA, FL 33607	TIERENEY.LEVERETTE@CITYOFMOBILE.ORG
Tel#8136183639 x111	Delivery Reference
	TIERENEY LEVERETTE
	Deliver To
	CITY CLERK
	205 GOVERNMENT STREET
	9TH FLR S TOWER ROOM 908
	MOBILE, AL 36644

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
03/27/25	297110				CITY CLERK

Account	Amount	Remaining Budget
Account	Amount	Remaining Budget
1000.10.90.9000.9000.9000.0000.0000.49250.	252264.00	
CITY HALL OVERHEAD EXP ANNEXATION ELECTION		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Rejected	03/27/25	JOHN PAINE	PER OUR REQUEST
Queued	03/27/25	DONALD ROSE	PER OUR REQUEST
Queued	03/27/25	SANDRA LEWIS	PER OUR REQUEST
Queued	03/27/25	STEVEN KRONINGER	PER OUR REQUEST
Queued	03/27/25	SAMANTHA COOLEY	PER OUR REQUEST
Queued	03/27/25	CLAUDE BUERGER IV	PER OUR REQUEST
Queued	03/27/25	ANNE FOLEY	PER OUR REQUEST
Queued	03/27/25	JOHN PAINE	PER OUR REQUEST

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
William Stimpson, Mayor
William Carroll, Councilmember

Purpose and Scope of Project:
The funds will be used in order to make critical structural repairs to the parking deck.

Amount of Contract:
$200.000.00

Funding Source
C0019 Public Facility Improvements, 20002000-93040

ATTACHMENTS:
1. 2062_001

REVIEWERS:
Marilyn Bullard
Carleen Stout
Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

Sponsored by: Mayor Stimpson and Councilman William Carroll

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, to re-allocate the sum of $200,000.00 from C0019 Public Facility Improvements, Alabama Cruise Terminal fund (6020) to the Capital Project fund (2000) Cruise Terminal Parking Deck Repair, Project C0642 to make critical structural repairs to the parking deck.

Adopted:

_____

City Clerk

BUDGET TRANSFER REQUEST FORM

CITY OF MOBILE

TO FINANCE DEPT. 2500- FROM ARCHITECTURAL ENGINEERING DEPT. 3032

DATE OF REQUEST: 03/ /2025

BUDGET TRANSFER: ☐(from one project to another)

DISTRICT#: Select Item. 2

REQUEST: Please transfer $ $200,000.00

FROM CAPITAL PROJECT#: C0019

CAPITAL PROJECT NAME: PUBLIC FACILITY IMPROVEMENTS

DEPT. PROJECT#:

TO CAPITAL PROJECT#: C0642

PROJECT NAME: CRUISE TERMINAL-PARKING DECK REPAIR

DEPT. PROJECT#:

PURPOSE: FOR CRITICAL STRUCTURAL REPAIR TO PARKING DECK.

Marilyn Bullard
Employee signature

Carleen Stout 3/27/25
Approval signature

Created by B. Rhodes 3/15/2022

CAPITAL CONTRACT SUMMARY SHEET

NA

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt

Sponsored by:
Benjamin Reynolds, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:
Authorize the transfer of $330,000.00 from City of Mobile unassigned fund balance in the General Fund (Fund 1000) to the Capital Improvements Fund (Fund 2000) for the Animal Shelter Facility.

Amount of Contract:
NA

Funding Source
NA

ATTACHMENTS:
1. Resolution Transfer of Funds

REVIEWERS:
Stacey Howard
Carleen Stout
Donna Bryars
Brenda Rhodes
Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Ben Reynolds

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $330,000.00 be transferred from City of Mobile unassigned fund balance in the General Fund (Fund 1000) to the Capital Improvements Fund (Fund 2000) for the Animal Shelter Facility to the following Capital Project:

Animal Shelter Facility	**$330,000.00**	**C0718**

Adopted :

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

Contract#5318

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
John Forrester, City Engineer

Sponsored by:
Gina Gregory, Councilmember
William Stimpson, Mayor

Purpose and Scope of Project:
Approve contract with McCrory & Williams, Inc. for engineering services.

Amount of Contract:
$123,695.00

Funding Source
C1028

ATTACHMENTS:
1. 2025-3005-20 N. McGregor Reconstruction

REVIEWERS:
Jessica White
John Forrester
Brenda Rhodes
Chris Kern
James Barber

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: N. McGregor Reconstruction (Roundabout to Springhill Ave.) (D7); COM Project# 2025-3005-20

PROJECT #: C1028 **DATE OF RECEIPT:** _____

PROJECT DESCRIPTION: Engineering Services

CONTRACT AMOUNT: $123,695.00

VENDOR NAME: McCrory & Williams, Inc.

VENDOR NUMBER: 132093

DEPT #: 3005 **DEPT NAME:** Engineer

CONTRACT ADMINISTRATOR: John Forrester

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N X _; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Jessica White **Date** 3/26/2025

Revised 3/8/2022 Tiffany Hollins

RESOLUTION

Sponsored by: Mayor Williams S. Stimpson
Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: McCrory & Williams, Inc.

Project Name: N. McGregor Reconstruction (Roundabout to Springhill Ave.) (D7)
COM Project# 2025-3005-20

Estimated Cost: $123,695.00

Adopted:

_____

City Clerk

MOBILE
ALABAMA

N. McGREGOR RECONSTRUCTION
(ROUNDABOUT TO SPRINGHILL AVE.)

PROJECT NO. 2025-3005-20

ENGINEER:

McCRORY & WILLIAMS, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2025, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **McCrory & Williams, Inc.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **McCrory & Williams, Inc.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER either for the Design Phase, Pre-Bid to Pre-Construction Phase, and/or the Construction Phase as set out in Section III.

DESIGN CONSTRUCTION COST ESTIMATE – The estimated construction cost of the PROJECT as shall be determined by ENGINEER pursuant to Section III. A. herein.

PROJECT – N. McGregor Reconstruction (Roundabout to Springhill Ave.), City of Mobile Project No. 2025-3005-20. This is for engineering design and construction inspection of approximately 1,000 feet of N. McGregor Ave, including easement preparation, traffic planning, traffic signal design, and street and sidewalk construction. (See Exhibit A for approximate locations). **The professional engineering design services may include design, preparation of plans/specifications/cost estimates/bid documents; advertisement and evaluation of bids; and recommendation of a low bidder and construction inspection services as directed by the CITY ENGINEER.**

PROJECT ENGNEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the

CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work is divided into the following Phases:

1. Design Phase
2. Pre-Bid to Pre-Construction Phase
3. Construction Phase

A. DESIGN PHASE

1. General

   a. Should the CITY ENGINEER request, the ENGINEER shall schedule and conduct monthly meetings with the CITY ENGINEER to provide a status report of design and progress at each meeting. These meetings shall continue until the construction bid date.

   b. Requirements under this task shall include all work necessary to provide all surveys, right-of-way maps and legal descriptions, plans, drawings, specifications, cost estimates, and other documents necessary for the advertisement of bids of the final PROJECT.

2. Preliminary Engineering and General Requirements

   a. Obtain existing mapping, drainage system records, easement/right of way records and other relevant PROJECT records/documents

   b. Contact Alabama Line Locator service and individually contact all utility companies. Locate and survey all utilities in the PROJECT area and other areas affected by this PROJECT that may produce a conflict to construction.

   c. Review historical information of frequent flooding areas and high water elevations within the associated watershed areas.

   d. Omit

   e. Provide cost estimates and alternatives for construction of the PROJECT, if requested by the ENGINEER.

   f. Plans shall be provided to each utility at this time. **Copy the CITY on all correspondence.**

   g. ENGINEER shall ensure all utilities have been located and all utility companies have been contacted. Show utilities on the plans, in plan and profile view, including contact information for each utility. Coordinate resolution of utility conflicts with utility companies and document correspondence.

h. Prepare and submit to the CITY's Engineering Department, an erosion control plan that complies with the CITY's Flood Plain Ordinance, Storm Water Drainage Ordinance, and appropriate National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Requirements. The erosion and sediment control (ESC) plan shall be included in the construction plans. The ESC Plan shall include all drainage flow paths and low areas and storm water discharge points (such as inlets, sheet flow, etc.). In addition, design of best management practices (BMPs) to prevent any polluted storm water from leaving the site shall be shown on the plans including location, type, size and quantity for each such BMP (ex: sedimentation pond, berm,...). The ESC Plan shall be prepared and signed by the PROJECT ENGINEER.

i. The City shall deduct the bid price for the preparation and submittal of the erosion control plan from the ENGINEER's final pay request if this item is excluded from the PROJECT bid package.

j. If needed, prepare and submit to the CITY's Engineering Department a plan indicating location, type, size of existing trees, and location of any trees to be removed. If necessary, the approved plan, including details for tree protection, shall be presented to the CITY Tree Commission for permitting. The plan shall be included in the construction plans. ENGINEER shall attend Tree Commission Meeting(s), if required.

k. The plans must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT ENGINEER's signature shall be placed on the Title Sheet and his or her stamp shall be placed on each sheet of the construction plans.

l. Prepare and submit to the CITY's Traffic Engineering Department a Traffic Control Plan that complies with Part VI of the Manual on Uniform Traffic Control Devices, latest edition. The approved plan shall be included in the construction plans and on the cover of final design calculations and on the cover of final design calculations.

m. Identify and obtain all permits required by federal, state and local agencies in order to complete the PROJECT.

n. Plan and coordinate with the Village of Springhill to insure continuity of PROJECT with the overall plan for the area.

o. Prepare a plan outlining specifications for any necessary subsurface explorations consisting of borings, lab-tests and reports as required for design of the PROJECT.

3. Design Surveys

a. Upon a NOTICE TO PROCEED by the CITY, the ENGINEER shall proceed with design surveys, to obtain topographic, boundary survey and other information as required for design of the PROJECT. Existing maps, plans,

records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for reference only and shall NOT be used or substituted by ENGINEER as field surveyed information. Design shall be based on actual field surveys conducted by ENGINEER and not information compiled from above mentioned documents/files. The ENGINEER shall inspect the site to determine the required information needed for design, bidding, and construction of the PROJECT.

b. Field stake the reference line within the existing or proposed rights of way at a maximum of 100-foot intervals. Reference points shall be established at maximum 1,000 foot spacing and at all changes in alignment.

c. Perform a topographic survey along the proposed alignment of the PROJECT. All significant features within or adjacent to the PROJECT limits shall be located.

d. Establish elevation benchmarks within existing and proposed rights of way at a maximum of 1,000 foot intervals. Bench marks shall be tied to USGS bench marks, or other approved elevation datum.

e. Determine elevations at maximum 100-foot spacing and all significant points along the PROJECT. Cross-sections shall be taken at least every 100 feet; at curves; and at other critical locations, as needed for design. Cross-sections shall extend to the width of the proposed improvements or at least 50 feet on both sides at each cross-section.

f. The mid-point of the proposed alignment shall be established as the centerline for stationing and plan/profile design with cross-section information, as required, shown as left or right of the centerline. An offset-line may be used, however, all information, including curves, offsets, etc., shall be based off the centerline and not the offset-line.

4. Right of Way and Easement Survey Requirements

a. Right of Way and Easement Surveys

(1) Existing right of way and easement survey shall include the recovery of existing property corners. Existing corners damaged during construction shall be replaced.

(2) Permanent markers consisting of iron pipes embedded in concrete shall be installed to mark additional required right of way and easements at all corners and break points and other locations specified by the CITY ENGINEER.

b. Existing right of way and Easement maps shall be submitted to the CITY ENGINEER no later than six (6) weeks after NOTICE TO PROCEED (no later than the 30% submittal). These maps shall include the following information:

(1) Existing right of way, easements (temporary and permanent) and property lines.

(2) Edge of existing and proposed Channel.

(3) Existing fences, utility poles, trees (include location, size and type), shrubbery, and driveways.

(4) Existing major drainage systems.

Proposed right of way and Easement maps shall be submitted to the CITY ENGINEER no later than the 60% submittal.

5. Plans and Specifications

The ENGINEER shall prepare and submit detailed plans, specifications, Design Construction Cost Estimate, construction contracts, bid documents, advertisements, and proposals as outlined in Section III.A. The ENGINEER shall also submit a booklet of photos that clearly depict the PROJECT before and after construction. Work shall include grading, drainage, inlet repair, base, patching, striping, and signing. The plans will show all existing topographical features, natural and man-made, surface and subsurface facilities for the area included in the PROJECT, and an area of at least fifty (50) feet in width adjacent to the PROJECT. The contract plans will be completed in detail for all construction, in accordance with the STANDARD SPECIFICATIONS in effect at the time of the final plan submittal.

The plans will show all existing and proposed utilities for the PROJECT area. The ENGINEER shall provide coordination with all utilities throughout the design stage to insure that all relocations and service connections are accomplished in a timely manner. The PROJECT will be constructed in accordance with the STANDARD SPECIFICATIONS, and supplemental specifications for any specialized construction included in this PROJECT.

The CITY will review submittals made during the design period. The purpose and scope of these reviews will be to approve the ENGINEER's intermediate payments and to determine Agreement compliance for approving fee requests and determining the PROJECT costs. The ENGINEER shall exercise his professional judgement, skill, care, experience, diligence and professional expertise to prepare plans and specifications with the degree of care and skill ordinarily used by members of the Engineering profession in this locality. It is not the intent nor is it the responsibility of the CITY to exercise independent engineering judgement or to verify the calculations, assumptions, and engineering judgement employed by the ENGINEER.

a. Plans shall be submitted at four (4) stages of development. CITY ENGINEER will provide written administrative review comments to the ENGINEER on each submittal for incorporation into the next submittal. The submittals shall be made as per the time limits described below, or the ENGINEER shall submit, in writing, for approval by the CITY ENGINEER, an explanation of delay. Each submittal shall include the review comments and the ENGINEER's written responses from the previous submittal.

(1) **30% Design Submittal** (approximately 30% completion) shall be made **Six (6) weeks** after comments for the preliminary investigation phase are

received by ENGINEER. Plans will include details of field surveyed information such as topography, trees, drainage structures, all utilities, drainage area delineations, patterns and capacity calculations, property lines and owners, rights-of-way, easements, obstructions, problem areas and any other pertinent information. Detailed information for proposed design shall include: preliminary alignment, preliminary drainage design evaluation, design parameters, topographic information, proposed rerouting of utilities, temporary and proposed permanent easements and potential problems. Plans shall be provided to each utility at this time.

(2) **60% Design Submittal** (approximately 60% completion) shall be made **Ten (10) weeks** after 30% comments are received by ENGINEER. Plan and profile layout sheets, cross-section sheets, typical sections, drainage sections, earthwork cross-sections, Traffic Signalization plan sheets, erosion control and sedimentation prevention plan, summary of quantities, ENGINEER's cost estimate, and applicable permit applications will be submitted. At this point, all utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. Detailed easement documents, both temporary and permanent, shall be submitted. The review comments from the Preliminary Design Plans (30%) must be addressed and incorporated into the 60% plans.

(3) **90% Design Submittal** (approximately 90% completion) shall be made **Six (6) weeks** after 60% comments are received by ENGINEER. Updated plan and profile sheets, cross-sections sheets, detail sheets and all other previously submitted sheets and pertinent and related information required for receipt of bids by the CITY shall be submitted at this point. All utility conflicts should be resolved and proposed re-routing of any utilities should be identified on the plans. All design calculations, specifications, and updated cost estimates will be included with this submittal. If requested, a "Plan-in-Hand" on-site review of the work will be made at this time with the CITY ENGINEER. The ENGINEER will prepare a record of comments and observations and make required changes and/or additions to the plans and specifications. The 60% review comments will be addressed and incorporated into the 90% plans.

(4) **100% Design Submittal** (Issued for Bid Package) shall be made **Four (4) weeks** after 90% comments are received by ENGINEER. Final Design submittal shall be made after all administrative review comments from the 1000% review have been addressed and incorporated into the plans and the complete work is ready for advertisement. A final review shall be made by the CITY ENGINEER.

b. All plans, specifications and drawings prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

c. The PROJECT will be designed and constructed in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall provide detailed

special provisions for any item that differs in Description and/or Method of Measurement and/or Basis of Payment from the STANDARD SPECIFICATIONS.

d. Any use of State of Alabama Department of Transportation Standard Drawings in the design of the PROJECT will be referred to on the Title Sheet of the plans. A copy of each Standard Drawing used shall be included in the "As Built" plans submitted for final acceptance of the PROJECT.

e. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

f. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

B. PRE-BID to PRE-CONSTRUCTION

1. Upon approval of the bid package and if requested from the CITY, an "Invitation for Bids" will be prepared by the ENGINEER and issued by the CITY ENGINEER. During the bid period and up to the notice of award to the successful bidder, the ENGINEER shall provide the following services:

   a. Assist the CITY ENGINEER in replying to questions from prospective bidders and prepare Addenda to the bid documents as required by the CITY ENGINEER.

   b. Attend bid opening, review bids, prepare bid tabulation, and make recommendations for award to the lowest responsive bidder.

c. The ENGINEER shall number all proposals serially and record the name of the Contractor and the number of the proposal issued to that Contractor. **The ENGINEER shall check each Contractor to assure each is properly licensed.** A copy of this record will be given to the CITY ENGINEER by the end of the workday proceeding the day of the bid opening. The CITY will not open any bid from a Contractor whose name is not recorded for proposals issued.

d. The ENGINEER will be present at the bid opening. He should bring copies of the list of prospective bidders with space provided to record their bid. The ENGINEER's estimate of cost of the PROJECT should be indicated on this list.

e. The current CITY Contract Documents shall be used on this PROJECT. Only additional Special Provisions may be added to these documents to describe special requirements particular to this PROJECT.

f. Upon receipt of the bid documents, the ENGINEER shall review the bids to assure proper bid bonds. The ENGINEER shall also prepare a tabulation of all bidders, and submit a minimum of three copies, including an electronic Excel file, to the CITY ENGINEER along with recommendation of the Contractor submitting the lowest responsive bid, meeting all required specifications.

g. Upon notification of award of the bid by the CITY ENGINEER, the ENGINEER shall prepare five (5) bound sets of contract documents and supply them to the CONTRACTOR. One set of documents will contain the **original** bid documents, with the CONTRACTOR's original signatures. **All 5 sets shall contain original signatures and original seals.** The CONTRACTOR should execute and return these documents to the ENGINEER within ten (10) working days. The ENGINEER should then check these documents for proper bonding, insurance certificates, proper signatures, and seals. If all documents are in order, the ENGINEER should submit all five (5) contract agreements to the CITY ENGINEER for execution by the CITY COUNCIL.

h. The ENGINEER shall conduct a Pre-construction conference with the CITY staff, the CONTRACTOR, the testing firm, and all utilities involved in the PROJECT to establish the work schedule and coordination of all persons necessary for the proper execution and construction of the PROJECT.

C. CONSTRUCTION PHASE

1. Quality Assurance

a. ENGINEER shall require the CONTRACTOR to ensure quality assurance during construction. The CONTRACTOR's quality assurance shall be conducted in general conformance to procedures set forth in the STANDARD SPECIFICATIONS and the requirements of the National Pollution Discharge Elimination System (NPDES) Storm Water Discharge General Permit, if applicable. The ENGINEER shall require the CONTRACTOR to maintain on-

site a copy of the STANDARD SPECIFICATIONS and the ENGINEER shall insure that all of the personnel involved in the construction phase of the project are thoroughly familiar with the provisions of the STANDARD SPECIFICATIONS.

2. Compliance with Plans and Specifications

The ENGINEER shall enforce all requirements of the plans and specifications for compliance with quality, quantity, materials, and measurements excluding safety.

a. The ENGINEER shall supply lines and grades for the improvements undertaken, including those for the control of the work. This shall include setting line and grade stakes and control points throughout the PROJECT. The CONTRACTOR shall be responsible for maintenance of the line and grade stakes.

b. The ENGINEER shall inform and coordinate with the material testing firm contracted by the CITY, to perform materials testing and associated services.

c. The ENGINEER shall insure that materials comply with specifications by continuous coordination and communication with the material testing firm assigned by the CITY.

d. The ENGINEER shall review construction invoices, verify quantities, and certify accuracy for submittal to and approval and payment by the CITY.

e. The ENGINEER shall provide construction administration and be in responsible charge of the project.

3. PROJECT Observation/Inspection

a. The ENGINEER shall appoint a competent INSPECTOR , capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work to be performed, who shall work under the direct supervision of a registered PROJECT ENGINEER. The INSPECTOR shall be experienced and qualified to determine the requirements of the plans and specifications. The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The CITY reserves the right to require replacement of any INSPECTOR considered to be unqualified for the work. The duty of the INSPECTOR is to determine CONTRACTOR compliance with the plans and specifications. Nothing contained herein shall be construed to mean that the INSPECTOR or the ENGINEER's agent controls or assumes a right to the manner in which the CONTRACTOR performs the work.

b. The CITY ENGINEER reserves the right to appoint department representatives to observe all plans and works of the ENGINEER. The appointed CITY representatives shall have access to all plans, drawings, specifications and reports of the ENGINEER relating to the PROJECT.

c. The CITY will retain a testing firm to provide laboratory services for all soils studies, reports, inspections, and tests required throughout the construction of the PROJECT.

d. The PROJECT ENGINEER in responsible charge shall conduct periodic field reviews to assure compliance with plans and specifications. All inspections shall be documented and submitted to the CITY ENGINEER.

e. The ENGINEER shall have a copy of, and be thoroughly familiar with applicable STANDARD SPECIFICATIONS, Standard and Special Drawings, Testing Manual, and Construction Manual, current non-metric edition, materials sources, and devices with special acceptance requirements.

f. The INSPECTOR shall keep a daily diary, listing equipment on site and in use, weather conditions, CONTRACTOR's personnel on site, and the work accomplished each day.

g. Monthly estimates shall be broken down and include an explanation submitted for pay items exceeding plan quantities by more than five percent (5%). The report of overruns shall be submitted with the monthly estimate in which the overrun was incurred. The Professional Engineer in responsible charge for the PROJECT must sign these estimates. A summary of the above noted overruns exceeding five percent (5%) shall be submitted with the Final Closeout Documentation. Monthly estimates shall also include a DBE Utilization Report and Progress Report for the month.

h. No major changes in the "as bid" construction plans shall be made prior to submittal to the CITY ENGINEER for review and administrative approval.

i. The INSPECTOR will sign all asphalt tickets, at the site, previously signed by the materials testing firm's representative, indicating the INSPECTOR'S approval of the materials to be installed.

j. The ENGINEER shall require the CONTRACTOR to check all of the CONTRACTOR's equipment before it is used on the PROJECT to assure that it meets the requirements of the STANDARD SPECIFICATIONS, for the sole purpose of quality assurance. The PROJECT shall be stopped at any time if the equipment is not in accordance with STANDARD SPECIFICATIONS.

k. When all pay items have been completed; the ENGINEER shall hold a semi-final review and give the CONTRACTOR a written "Punch List" of items to be completed prior to the ENGINEER's recommendation for acceptance of the PROJECT. When the CONTRACTOR has completed the work on the Punch List to the satisfaction of the ENGINEER, a written recommendation for acceptance of the PROJECT will be submitted to the CITY ENGINEER.

l. Upon written certification by the ENGINEER that the PROJECT has been completed in accordance with the contract documents, the CITY ENGINEER will conduct a final review. Following the CITY ENGINEER's concurrence with the recommendation for acceptance, the ENGINEER shall submit the final estimate and close out documents to the CITY. The date of receipt of the final payment by the CONTRACTOR will be the date of acceptance of the PROJECT by the CITY.

   The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR.

4. Progress Review

   a. The ENGINEER will be required to maintain strict review of progress of the PROJECT's construction. A monthly time report shall be submitted to the CITY ENGINEER and to the CONTRACTOR. The monthly report will be dated the Monday following the reported period, delivered via fax or regular mail, and postmarked to the CONTRACTOR on the same date.

      Any discrepancies between the CONTRACTOR and the ENGINEER regarding the monthly work day charge must be resolved immediately. Discrepancies not resolved within ten (10) working days of the original report date shall be documented by the ENGINEER and delivered to the CITY ENGINEER. At this time, the CITY ENGINEER will intervene and resolve the dispute. The CITY ENGINEER's resolution shall be accepted by and binding on both the ENGINEER and the CONTRACTOR. If the CONTRACTOR has not informed the ENGINEER in writing of any disagreement with the monthly work day charge within ten (10) work days of the original report date, such monthly work day charge shall be deemed accepted by the CONTRACTOR. No subsequent complaint will be allowed. When the work has been stopped by reasons beyond the CONTRACTOR's control, such as weather, unacquired right-of-way, utility obstructions, etc., it will be the duty of the ENGINEER to notify the CONTRACTOR when work can resume. It will then be the duty of the CONTRACTOR to notify the ENGINEER of the time and location work on the PROJECT will resume.

   b. The ENGINEER will provide daily updates including progress photos to a text message group provided by the CITY.

   c. The ENGINEER will review the CONTRACTOR's schedule and ensure it is updated weekly and provided to the CITY.

5. PROJECT Closeout

a. "As Built" plans that clearly delineate any changes from the original "As Bid" plans shall be submitted to the CITY ENGINEER within thirty (30) working days of the acceptance for maintenance of the PROJECT. One bound copy of all test reports for the PROJECT will be submitted with these plans. The "As-Built" plans with any changes from "As Bid" plans shall be prepared and submitted the PROJECT ENGINEER.

b. All final quantities shall be prepared and all necessary supporting information shall be submitted with the "As Built" plans to the CITY ENGINEER. This information, including copies of the daily diary and calculations by which the final quantities were determined shall be submitted in accordance with the STANDARD SPECIFICATIONS. ENGINEER shall submit to the CITY all documentation required for PROJECT closeout as outlined in Exhibit E.

IV. MUTUAL AGREEMENT

It is mutually agreed by the parties hereto as follows:

A. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

B. This CONTRACT may be terminated by the City for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

C. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. Engineer shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

D. All covenants, agreements, and stipulations of this CONTRACT shall remain in full force until completion of construction of the PROJECT encompassed herein or for a period of two (2) years from the date of this CONTRACT, whichever occurs first. The CONTRACT time may be extended by mutual agreement between the CITY and the ENGINEER, provided that nothing contained in this CONTRACT will be deemed to

limit or to reduce the ENGINEER's duties and responsibilities for providing professional engineering services, nor to limit or reduce ENGINEER's liability for any breach thereof.

E. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Design Phase services through 30%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 30% of this CONTRACT shall not exceed $12,560.00 (Twelve Thousand Five Hundred Sixty Dollars and Zero Cents).

   b. Based on the results of the 30% submittal review, ENGINEER shall perform Design Phase services through 60%, in accordance with the schedule and appropriate portion of Section III.A of this Agreement. Payment for work performed in Section III.A through 60% Design completion shall not exceed $40,000.00 (Forty Thousand Hundred Dollars and Zero Cents).

   c. Based on the results of the 60% submittal review, ENGINEER shall perform Design Phase services through 90%, in accordance with the schedule and appropriate portion of Section III.A of this CONTRACT. Payment for work performed in Section III.A through 90% of this CONTRACT shall not exceed $8,000.00 (EightThousand Dollars and Zero Cents).

   d. Based on the results of the 90% submittal review, ENGINEER shall complete the 100% design and perform Pre-Bid to Pre-Construction Phase services in accordance with Section III.A and III.B of this CONTRACT. Payment for work performed in Section III.A through 100% Design of this CONTRACT shall not exceed $5,000.00 (Five Thousand Dollars and Zero Cents). Payment for work performed in Section III.B of this CONTRACT

shall not exceed $1,500.00 (One Thousand Five Hundred Dollars and Zero Cents).

e. Upon letting of the contract for construction of this PROJECT, compensation to the ENGINEER shall continue to be based on work performed and documented but shall be limited to the percentage completion of the construction, which such percentage of completion shall be determined by the CITY ENGINEER. The ENGINEER's invoice shall be submitted with the CONTRACTOR'S monthly estimate. Full payment cannot be paid to the ENGINEER until all close out documents have been received and retainage is released to the CONTRACTOR. See Exhibit E for requirements for closing the PROJECT. The Fee Disbursement Schedule attached hereto as Exhibit D, sets out the maximum amount to be disbursed for work performed under Section III, and will be based on the hourly rates in Exhibit C, unless otherwise authorized by the CITY in its sole discretion. Payment for work performed in Section III_of this Agreement shall not exceed $118,695.00 (One Hundred Eighteen Thousand Six Hundred Ninety-Five Dollars and Zero Cents).

f. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $5,000.00 (Five Thousand Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $123,695.00 (One Hundred Twenty-Three Thousand Six Hundred Ninety-Five Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

2. Additional Insured - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to name City of Mobile as an Additional Insured.

3. Primary Insurance - All policies of insurance, except Workers Compensation and Professional Liability Insurance, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds and PAYGO. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. TRIMBLE UNITY CONSTRUCT

The City utilizes Trimble Unity Construct (TUC), formerly called e-Builder, as its project management system. TUC is a secure data collection site: https://app.e-builder.net. ENGINEER shall use TUC as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

MCCRORY & WILLIAMS, INC.

By: Carah Vuncann

Print: CARAH VUNCANNON

Its: President

Address: 3207 INTERNATIONAL DR.
Suite 6
Mobile, AL 36606

Telephone: 251-476-4720

STATE OF ALABAMA
CITY OF MOBILE

I, MARY JANE DONOGHUE a Notary Public in and for said State and County, hereby certify that CARAH VUNCANNON, whose name as President of MCCRORY & WILLIAMS, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 6th day of March, 2025

Mary Jane Donoghue
NOTARY PUBLIC

MARY JANE DONOGHUE
NOTARY
PUBLIC
ALABAMA, STATE AT LARGE

My Commission Expires: 9-10-2028

EXHIBIT A: PROJECT LOCATION

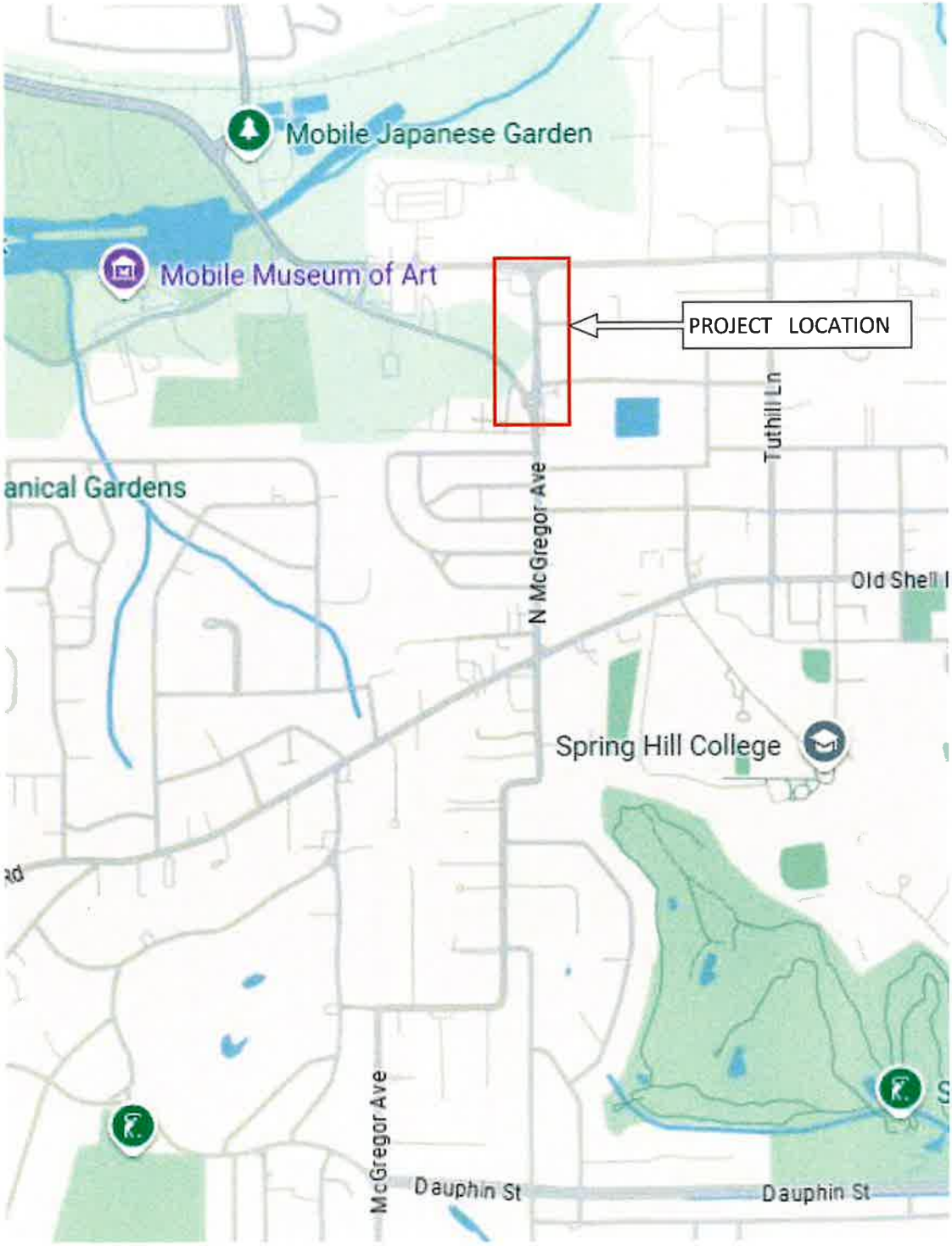

EXHIBIT B: PROJECT ESTIMATE

PROJECT – (See Exhibit A for location.) **N. McGregor Reconstruction (Roundabout to Springhill Ave.),** City of Mobile Project No. **2025-3005-20.**

ESTIMATED PROJECT COST - Construction of the PROJECT is estimated to be $1,325,225.00 **[One Million, Three Hundred Twenty-Five Thousand Two Hundred Twenty-five Dollars and No Cents]**.

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees (design, bidding, and construction phases) to be paid the ENGINEER shall not exceed $118,695.00 **[One Hundred Eighteen Thousand Six Hundred Ninety-five Dollars and No Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 7

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

McCrory Williams
INCORPORATED
Engineers Surveyors

HOURLY RATE SCHEDULE 2025

PRINCIPAL	$175.00 PER HOUR
PROFESSIONAL ENGINEER / PROJECT MANAGER	$160.00 PER HOUR
PROJECT ENGINEER / SENIOR ENGINEER	$150.00 PER HOUR
PROFESSIONAL LAND SURVEYOR	$145.00 PER HOUR
ENGINEER	$130.00 PER HOUR
ENGINEERING INTERN / SENIOR ENGINEERING TECHNICIAN	$110.00 PER HOUR
SENIOR CADD TECHNICIAN / EASEMENT TECHNICIAN	$85.00 PER HOUR
ENGINEERING TECHNICIAN	$100.00 PER HOUR
SENIOR SURVEY TECHNICIAN	$85.00 PER HOUR
SURVEY TECHNICIAN / SURVEY CADD TECHNICIAN	$70.00 PER HOUR
SENIOR CONSTRUCTION REPRESENTATIVE	$95.00 PER HOUR
CONSTRUCTION REPRESENTATIVE	$85.00 PER HOUR
SURVEY CREW	
2-MAN CREW	$135.00 PER HOUR
3-MAN CREW	$165.00 PER HOUR
4-MAN CREW	$185.00 PER HOUR
5-MAN CREW	$220.00 PER HOUR
CLERICAL	$70.00 PER HOUR
MILEAGE	$ .70 PER MILE

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Design Phase & Pre-Bid to Pre-Construcion Phase:

Engineering Design & Bidding.....$ 41,090.00
Survey and Easement Preparation.....$ 2,520.00
Signalization.....$ 18,450.00
Lighting Design.....$ 5,000.00

Total Design Phase Not to Exceed.....$ 67,060.00

Construction Phase $51,635.00

Base Contract Amount Not to Exceed $ 118,695.00

Additional Services (If requested in writing by the City Engineer).....$ 5,000.00

Total Contract Amount including Additional Services $ 123,695.00

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- Engineers Field Book
- Pictures of PROJECT site before, during & after construction
- As-built Drawings
- Copy of Contract Documents:
    - Advertisement for Bids
    - Instructions to Bidders
    - Contractor Proposal
    - Contractor Bid Bond
    - Contractor Labor & Materials Bond
    - Contractor Performance Bond
    - Certificate of Contractor's & Subcontractor's Insurance
    - Special Provisions
    - Articles of Agreement
    - Supplemental Specifications
    - PROJECT Sign Detail
    - Addendums
- INSPECTOR 's Daily Reports
- Correspondence affecting Construction
- Quantity & Payment Documentation
    - Documents showing final quantities & payment
    - Product Specifications, if applicable
- All Haul Tickets
    - Separated by pay items & date. Then labeled with date, pay item #, total quantity for that day, & total quantity to date.
- All Test Reports
- CADD files of drawings
- Pdf's of drawings
- Over run/Under run Report

EXHIBIT F: INSURANCE CERTIFICATIONS

Below is an example of a certificate of insurance (COI). Please note the verbiage in the "Description" area. Each COI must have this stated.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name:
Project Number: 20xx-3005-xx

City of Mobile is included as an Additional Insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory. Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

CERTIFICATE HOLDER	CANCELLATION
City of Mobile P.O. Box 1827 Mobile, Alabama 36633-1827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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EXHIBIT G: SUBCONTRACTING PLAN,
E-VERIFY AFFIDAVIT,
E-VERIFY REGISTRATION PRINTOUT,
DBE UTILIZATION REPORT,
SECRETARY OF STATE REGISTRATION

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared CARAH VUNCANNON (affiant) who, being duly sworn says as follows:

President/CEO of McCRORY & Williams, Inc..

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President for McCRORY & Williams, Inc that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said McCRORY & Williams, Inc. enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 521538.

Carah Vuncannon

CEO of McCRORY & Williams, Inc.

Sworn to and subscribed before me this the 6th day of March, 2025.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Mary Jane Donoghue

Signature and Seal of Notary Public

MARY JANE DONOGHUE
NOTARY
PUBLIC
ALABAMA, STATE AT LARGE

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR: McCrory & Williams, Inc.	**Certified DBE:** YES NO	**Contract Start Date:**
DESCRIPTION: N. McGregor Reconstruction Roundabout to Springhill Ave. 2025-3005-20		**Estimated Completion Date:**

This report is for the month of: (CHECK ONE): JAN, FEB, MARCH, APR, MAY, JUNE, JULY, AUG, SEPT, OCT, NOV, DEC — FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$ 123 695.00	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: CARAH VUNCANNON

SIGNATURE: Carah Vuncannon President (Title) 03/06/2025 (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	McCrory & Williams Inc
Address	3207 International Drive, Suite G Mobile AL 36606
Telephone	251-476-4720
E-Mail	cvuncannon@mcwinc.com

RFP/RFQ Solicitation Number	2025-3005-20
Project Description	N. McGregor Reconstruction (Roundabout to Springhill Ave.)
Is your company a DBE company?	Yes ☒ No ☐
Work force demographics	Male 20 Female 6 Minority 3 Non-minority 23 SDVO _____ Total #of Employees 26

Subcontractor/Major Supplier Plan submitted by:

Printed Name: CARAH VUNCANNON

Signature: Carah Vuncannon Date: 3/6/2025

Title: President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Santai Finch Title: DBE Coordinator

Email: sfinch@mcwinc.com Phone: 251-476-4720

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company McCrory & Williams Inc. Your Bid/Proposal Amount $ 123 695.00 Date: 3/6/2025

03 / 06 / 2025 Description 2025-3005-20 N. McGregor Reconstruction (Roundabout to Springhill Ave.)

Name of Bidder/Proposer: Sean M. Estes McCrory & Williams, Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
McCrory+Williams	251-476-4720	DESIGN	18,554.25	15	✓	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: McCrory & Williams, Inc

Contact Person: Sean Estes Phone 251-476-4720 Email sestes@mcwinc.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
		PRE-BID MEETING(S): The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
		CMDBE/ALDOT DBE LIST(S): The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
		SMALL CONTRACT(S): The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
		FOLLOW-UP: The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
		GOOD FAITH NEGOTIATIONS: The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
		ADVERTISEMENT: The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
		INTERNET ADVERTISING: The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

		INFORMATION: The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
		WRITTEN NOTICE(S): The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
		COMMUNITY RESOURCES: The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
RSC Insurance Brokerage, Inc.
2081 Columbiana Road
Birmingham AL 35242

CONTACT NAME: Jackie Murk
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: jmurk@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Beazley America Insurance Company, Inc.	16510
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
McCrory & Williams, Inc.
3207 International Dr.
Suite G
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability		Y	C19478241001	08/08/2024	08/08/2025	Each Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #2025-3005-20 - North McGregor Reconstruction (Roundabout to Springhill Ave.)

Waiver of Subrogation applies in favor of City of Mobile.
Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).
These provisions must be required and accepted by the insured in written contract or agreement.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 180249
Mobile AL 36618-0249

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/03/2025

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PRODUCER

Lad Drago Insurance and Financial Services
7623 Spanish Fort Blvd
Spanish Fort AL 36527

CONTACT NAME: Lad Drago
PHONE (A/C, No, Ext): 251-626-1237 FAX (A/C, No): 251-243-4174
E-MAIL ADDRESS: Lad@LadDragoInsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURER B: State Farm Fire and Casualty Company	25143
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

McCrory & Williams Inc
3207 International Drive Suite G
Mobile AL 36606

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	93-B1-Y007-7	08/08/2024	08/08/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] HIRED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] NON-OWNED AUTOS ONLY	Y	Y	413 5975-ENOL	09/06/2024	09/06/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
				593 3851-C10-01C	09/10/2024	09/10/2025	BODILY INJURY (Per person)	$
				576 6063-D01-01E	10/01/2024	10/01/2025	BODILY INJURY (Per accident)	$
				599 0870-B21-01A	08/21/2024	08/21/2025	PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			93-38-0297-8	08/08/2024	08/08/2025	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	93-B7-T512-6	08/08/2024	08/08/2025	[X] PER STATUTE [ ] OTH-ER	$
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	AUTOMOBILE LIABILITY Autos (Additional Policies)	Y	Y	4135975, 3926159, 5913103	10/10/2024	10/10/2025	Combined Single Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Product Description: North McGregor Reconstruction (Roundabout to Springhill Ave)
Project No: 2025-3005-20
City of Mobile is included as an additional insured in respect to all policies (except Workers Compensation and Professional Liability when applicable), which coverage shall be Primary and Non-contributory, Waiver of Subrogation applies in favor of City of Mobile with respect to all policies. Thirty (30) Day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment)

CERTIFICATE HOLDER

City of Mobile
PO Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Katie Mormert

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Company ID Number: 521538

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and McCrory & Williams, Inc. (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 521538

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 521538

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 521538

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

Company ID Number: 521538

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 521538

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 521538

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

Company ID Number: 521538

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer McCrory & Williams, Inc.

Teresa Dorriety Name (Please Type or Print)	Title
Electronically Signed Signature	03/16/2012 Date

Department of Homeland Security – Verification Division

USCIS Verification Division Name (Please Type or Print)	Title
Electronically Signed Signature	03/16/2012 Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: **McCrory & Williams, Inc.**

Company Facility Address: **3207 International Drive, Suite G**

Mobile, AL 36606

Company Alternate Address:

County or Parish: **MOBILE**

Employer Identification Number: **630697109**

Company ID Number: 521538

North American Industry Classification Systems Code: **541**

Administrator:

Number of Employees: **20 to 99**

Number of Sites Verified for: **2**

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- ALABAMA 2 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	**Teresa B Dorriety**		
Telephone Number:	**(251) 476 - 4720**	Fax Number:	**(251) 476 - 4721**
E-mail Address:	**tdorriety@mcwinc.com**		

State of Alabama

Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

LSCA89

authorizing the firm to provide or offer to provide

LAND SURVEYING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

This certificate will expire on 12/31/2025 unless renewed.

State of Alabama

Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

MCCRORY & WILLIAMS INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

ECA275

authorizing the firm to provide or offer to provide

ENGINEERING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

MCCRORY & WILLIAMS INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/2/2024

William R. Huett

Executive Director

This certificate will expire on 12/31/2025 unless renewed.

Alabama Secretary of State

McCrory & Williams, Inc.	
Entity ID Number	000-038-882
Entity Type	Domestic Corporation
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	09/09/1975
Registered Agent Name	WILLIAM E. WILKERSON
Registered Office Street Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Registered Office Mailing Address	3207 INTERNATIONAL DR., SUITE G MOBILE, AL 36606-3037
Nature of Business	CONSULTING ENGINEERS
Capital Authorized	$11,000
Capital Paid In	$2,000
Incorporators	
Incorporator Name	MCCRORY, WILLIAM C
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	WILLIAMS, RICHARD J
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Incorporator Name	MCCRORY, MARY PEAVY
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004

McCrory & Williams, Inc.	
	2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024
Transactions	
Transaction Date	06/10/1977
Legal Name Changed From	McCrory & Associates, Incorporated
Transaction Date	12/15/1997
Registered Agent Changed From	* Added
Transaction Date	04/19/1999
Capital Amounts Changed From	$1,000 Authorized $1,000 Paid In
Transaction Date	04/19/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	08/17/2021
Registered Agent Changed From	WILLIAMS, RICHARD J 2477 COMMERCIAL PARK DR MOBILE, AL 36606
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	12/15/1997 Registered Agent Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Capital Amounts Change 3 pgs.
Document Date / Type / Pages	04/19/1999 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	08/17/2021 Registered Agent Change 2 pgs.

Browse Results New Search

THE

ALABAMA DEPARTMENT OF
ECONOMIC AND COMMUNITY AFFAIRS
OFFICE OF MINORITY BUSINESS ENTERPRISE

FOR THE

STATE OF ALABAMA

GOVERNOR KAY IVEY

Hereby Declares That

MCCRORY & WILLIAMS, INC.

Mobile, Alabama

has been certified as a woman-owned business in The State of Alabama.

Given under my hand, at the City of Montgomery,
this the 27th day of August in the year of our Lord 2024.

Kenneth W. Boswell, Director ADECA

Certificate No. WBE-0824240-141-R2 (Female) This designation expires two years from the above date.

CAPITAL CONTRACT SUMMARY SHEET

N/A

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
Carleen Stout, Dep Dir-Real Estate/Asset Mgmt
Jennifer Greene, Dir of Programs & Project Mgmt

Sponsored by:
William Stimpson, Mayor
Gina Gregory, Councilmember

Purpose and Scope of Project:
Accept an Easement for Recreational Purpose, from Louis J. Naman and Marsha Ann Naman, for Segment 2, Tract 5-1, of the Three Mile Creek Greenway Trail Project.

Amount of Contract:
N/A

Funding Source
N/A

ATTACHMENTS:
1. RESOLUTION NAMAN Tract 5
2. CoverLetter_3MC Greenway_Naman Easement
3. ESMNT RECREA-TRACT 5-NAMAN SIGNED

REVIEWERS:
Stacey Howard
Carleen Stout
Chris Kern
James Barber

RESOLUTION

Sponsored by Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA that the City hereby accepts an Easement for Recreational Purpose, from Louis J. Naman and Marsha Ann Naman, for Segment 2, Tract 5-1 of the Three Mile Creek Greenway Trail Project.

SAID DOCUMENT is by reference made a part of this resolution as fully as if set forth herein and copies will be on file in the office of the City Clerk and in the office of the Real Estate Department of the City of Mobile.

Adopted:

_____

City Clerk

March 26, 2025

Dear Councilmembers:

Attached to this memo is an easement for recreational purpose between the City of Mobile and Louis J. Naman and Marsha Ann Naman, to provide access for a future section of the Three Mile Creek Greenway Trail.

The Mobile Greenway continues to evolve our transportation infrastructure and is a part of a larger vision to transform the City of Mobile into a more connected and livable community. The objectives of this project are to increase the walkability and enhance both biking and pedestrian safety by connecting residential areas and citizens to the surrounding parks, schools, churches and commercial areas.

This easement follows a permanent easement granted to MAWWS for a service road that this section of the trail will be built on top of. “Exhibit A” contains the legal description for the permanent easement. “Exhibit B” is a drawing showing the location of the permanent easement.

We look forward to continued communication on this important community project. Please call Jennifer Greene with questions at 251-208-7199 or email at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

EASEMENT FOR RECREATIONAL PURPOSE

STATE OF ALABAMA)
COUNTY OF MOBILE)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **Louis J. Naman and Marsha Ann Naman, husband and wife** (herein referred to as "GRANTORS") for and in consideration of the amount of One and No/100 ($1.00) Dollar, cash in hand paid to the undersigned by the **CITY OF MOBILE, ALABAMA**, a municipal corporation, (hereinafter referred to as "GRANTEE"), receipt of which is hereby acknowledged, and for the further consideration of the general benefit which will accrue to the neighborhood, to the public generally and to its property, do HEREBY, GIVE, GRANT, BARGAIN, SELL AND CONVEY unto the GRANTEE, its successors and assigns, exclusively and perpetually, full and free right, liberty and authority to enter upon and to construct, operate and maintain for public active or passive use, a greenway, recreational trail, park, or other such recreational improvements as deemed necessary and appropriate by GRANTEE, including but not limited to paving, signage, benches, restroom facilities, bicycle racks and wastebaskets, over, under and across the following described land:

SEE "EXHIBIT A" ATTACHED HERETO
AS SHOWN ON "EXHIBIT B"

It is understood between the parties that the rights in and to the above-described property which GRANTORS are relinquishing by this instrument include, but are not limited to, the right to plant and grow shade and ornamental trees on said property, and the right to place any structure, vehicle or other personal property on any part of the property above described, either temporarily or permanently. It is understood by the parties that both GRANTORS and GRANTEE fall within the provisions and protections of Alabama Code Sections 35-15-1 et seq and 35-15-20 et seq.

TO HAVE AND TO HOLD, the said easement unto GRANTEE, its successors and assigns, for so long as GRANTEE, its successors and assigns, shall continue to use the easement for such purposes. And for and in consideration of the above, GRANTORS hereby release said City of Mobile from all consequential damages, present or prospective to the property of the GRANTORS, arising out of construction, maintenance or repair of said easement.

This easement is made subject to any and all liens, encumbrances, easements, rights of way and all other matters recorded in the office of the Judge of Probate, Mobile County, Alabama.

IN WITNESS WHEREOF, this instrument is executed this the _____day of March, 2025.

GRANTORS:

Louis J. Naman
By: Louis Naman

Marsha Ann Naman
By: Marsha Ann Naman

STATE OF ALABAMA)
COUNTY OF MOBILE)

I, David A. Galloway, the undersigned Notary Public in and for said County, in said State, hereby certify that Louis J. Naman and Marsha Ann Naman, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of said instrument and with full authority, have executed the same voluntarily on the day the same bears date.

GIVEN under my hand and official seal of office this 25 day of March, 2025.

DAVID A. GALLOWAY
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 02-06-2029

Notary Public, State of AL
My Commission Expires: 2-6-29

Grantors:
Louis J. Naman and Marsha Ann Naman
3300 Schillinger Rd. S., Apt. 1
Mobile, AL 36695

Grantee:
City of Mobile
P.O. Box 1827
Mobile, AL 36633

This instrument prepared by
City of Mobile
Real Estate Department
P.O. Box 1827
Mobile, AL 36633

EXHIBIT "A"

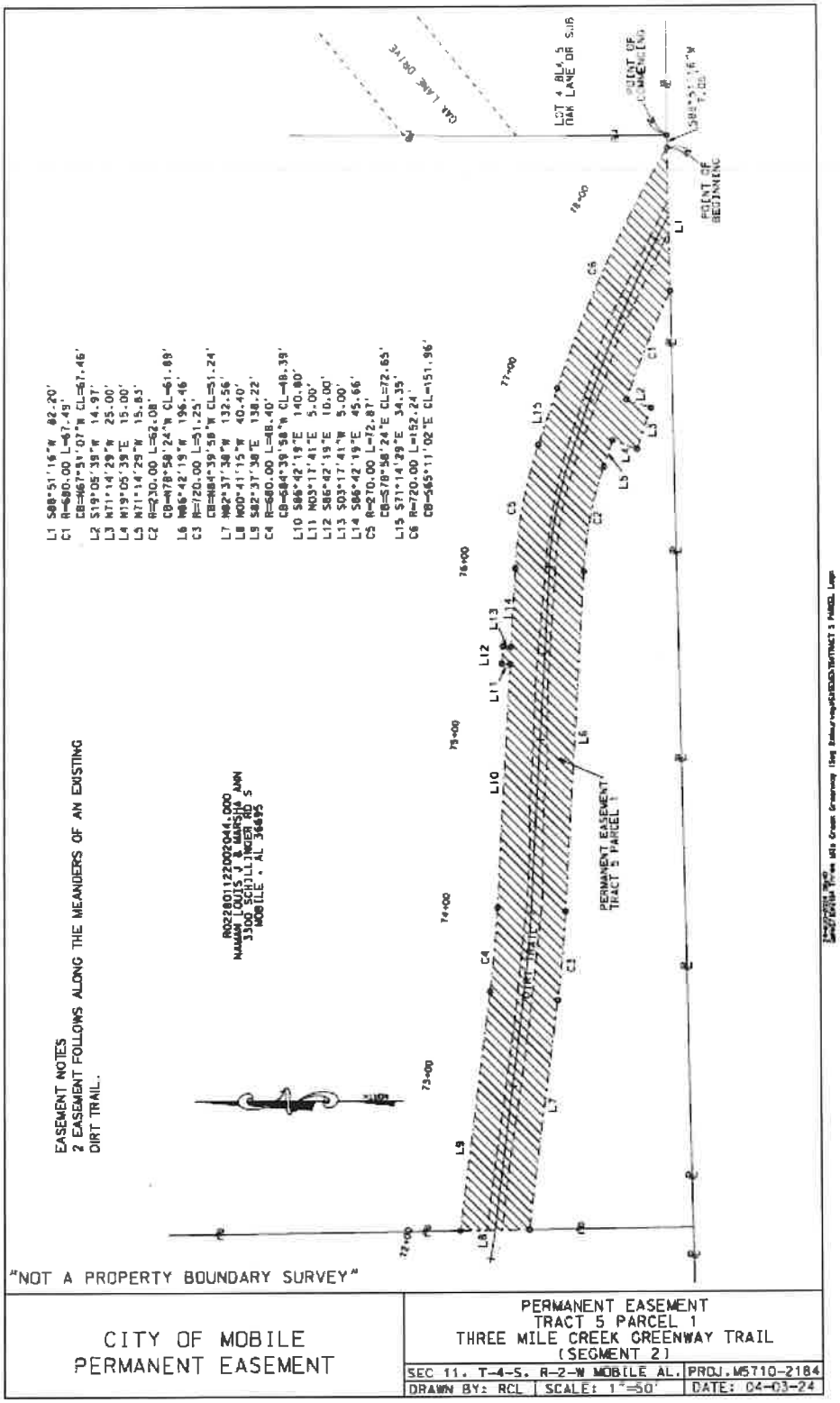
Easement Segment 2-Tract 5-1
Mobile Greenway Initiative

TRACT 5 PARCEL 1 PERMANENT EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 5, OAK LANE DRIVE SUBDIVISION SECTION 12, TOWNSHIP 4 SOUTH, RANGE 2 WEST AS RECORDED IN MAP BOOK 9, PAGE 22 IN THE OFFICE OF THE JUDGE OF PROBATE MOBILE COUNTY, ALABAMA; THENCE RUN SOUTH 88°51'16" WEST, ALONG THE GRANTORS SOUTH PROPERTY LINE 7.05 FEET TO THE POINT OF BEGINNING OF THE PROPERTY HEREIN DESCRIBED; THENCE CONTINUE SOUTH 88°51'16" WEST, ALONG SAID GRANTORS SOUTH PROPERTY LINE 82.20 FEET; THENCE DEPARTING SAID SOUTH LINE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 680.00 FEET, AN ARC DISTANCE OF 67.49 FEET (THE CHORD BEARS NORTH 67°51'07" WEST, AND MEASURES 67.46 FEET); THENCE RUN SOUTH 19°05'39" WEST, 14.97 FEET; THENCE RUN NORTH 71°14'29" WEST, 25.00 FEET; THENCE RUN NORTH 19°05'39" EAST, 15.00 FEET; THENCE RUN NORTH 71°14'29" WEST, 15.83 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, AN ARC DISTANCE OF 62.08 FEET (THE CHORD BEARS NORTH 78°58'24" WEST, AND MEASURES 61.89 FEET); THENCE RUN NORTH 86°42'19" WEST, 196.46 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 720.00 FEET, AN ARC DISTANCE OF 51.25 FEET (THE CHORD BEARS NORTH 84°39'58" WEST, AND MEASURES 51.24 FEET); THENCE RUN NORTH 82°37'38" WEST, 132.56 FEET TO THE GRANTORS WEST PROPERTY LINE; THENCE RUN NORTH 0°41'15" WEST, 40.40 FEET; THENCE RUN SOUTH 82°37'38" EAST, 138.22 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 680.00 FEET, AN ARC DISTANCE OF 48.40 FEET (THE CHORD BEARS SOUTH 84°39'58" EAST, AND MEASURES 48.39 FEET); THENCE RUN SOUTH 86°42'19" EAST, 140.80 FEET; THENCE RUN NORTH 3°17'41" EAST, 5.00 FEET; THENCE RUN SOUTH 86°42'19" EAST, 10.00 FEET; THENCE RUN SOUTH 3°17'41" WEST, 5.00 FEET; THENCE RUN SOUTH 86°42'19" EAST, 45.66 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET, AN ARC DISTANCE OF 72.87 FEET (THE CHORD BEARS SOUTH 78°58'24" EAST, AND MEASURES 72.65 FEET); THENCE RUN SOUTH 71°14'29" EAST, 34.35 FEET; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 720.00 FEET, AN ARC DISTANCE OF 152.24 FEET (THE CHORD BEARS SOUTH 65°11'02" EAST, AND MEASURES 151.96 FEET) TO THE POINT OF BEGINNING AND CONTAINING 0.56 ACRES MORE OR LESS.

EXHIBIT "B"

TRACT 5 PARCEL 1 PERMANENT EASEMENT MAP:



AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. PY 2025-26 Action Plan Resolution

REVIEWERS:
Shakeena Cox
James Roberts
James Barber

2025

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson and Councilor Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2025 is hereby adopted. Said Plan shall direct resources to develop a viable urban community by providing decent affordable housing and a suitable living environment along with expanding economic opportunities for low and moderate-income persons. Said Action Plan is the second installment within the City's overall five-year "2023-2027 Consolidated Housing and Community Development Plan," and establishes projects for the next Program Year from May 1, 2025 through April 30, 2026, to be funded with assistance from the following three programs which are funded by the U.S. Department of Housing and Urban Development (HUD): Community Development Block Grants (CDBG), HOME Investment Partnership Grants (HOME), and Emergency Solutions Grants (ESG). This funding being authorized and permitted to be drawn on a first in first out accounting basis. The City followed its HUD and City Council approved Citizen Participation Plan throughout the process.

BE IT FURTHER RESOLVED that the Mayor, or his designee, is authorized to act on behalf of the City of Mobile in the filing of this plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations attached herein as Exhibit 1.

A copy of this Plan shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

EXHIBIT 1

2025 Program Year Action Plan

PY 2025-2026 ACTION PLAN
PROJECTS AND COMMUNITY PARTNERS

Community Development Block Grant (CDBG)

City of Mobile Programs	HUD Category	
Administration (City of Mobile)	Administration	623,400
Section 108 Payment	Loan Repayment	220,000
Float Loan Program	Various Eligibilities	1,000,000
Housing Rehabilitation	Decent Housing	1,018,786
Microenterprise Loan Program	Economic Opportunity	50,000
Blight Removal	Decent Housing	450,000
SUBTOTAL – CITY OF MOBILE PROGRAMS		3,362,186

Community Development Block Grant (CDBG)

Public Services	HUD Category	
Proposed allocation in companion resolution	Public Services	30,000
Dearborn YMCA	Public Services	10,000
Dumas Wesley Community Center	Public Services	15,000
Legal Services of Alabama-Fair Housing	Public Services	45,000
Districts 1, 2, and 3 Food Pantry Program	Public Services	45,000
Legal Services of Alabama-Will Program	Public Services	45,000
Mobile Area Interfaith Conference	Public Services	20,000
Ozanam Charitable Pharmacy	Public Services	45,000
VIA Senior Services	Public Services	15,000
VIA Volunteer Guardian Program	Public Services	15,000
United Methodist Inner City Mission	Public Services	43,000
SUBTOTAL – PUBLIC SERVICES		328,000

TOTAL ANTICIPATED CDBG FUNDING $ 3,690,186

Emergency Solutions Grant (ESG)

	HUD Category	
Administration (City of Mobile)	Administration	15,500
Legal Services of Alabama	Homeless Prevention	67,513
McKemie Place	Emergency Shelter	28,000
Family Promise	Emergency Shelter	30,000
Penelope House Family Violence Center	Emergency Shelter	40,000
Franklin Primary Health Center	Street Outreach	26,000

TOTAL ANTICIPATED ESG FUNDING $ 207,013

HOME Investment Partnership Program (HOME) &

City of Mobile and Developers	HUD Category	
Administration (City of Mobile)	Administration	99,350
Homebuyer Activities–(TBD)	Decent Housing	150,000
Affordable Housing–Homebuyer/Rental Activities (TBD)	Decent Housing	744,157

TOTAL ANTICIPATED HOME FUNDING $ 993,507

SUMMARY: 2024-2025 ANTICIPATED HUD FUNDING

Community Development Block Grant (CDBG)	**$ 3,690,186**
Emergency Solutions Grant (ESG)	**$207,013**
HOME Investment Partnership Program (HOME)	**$993,507**
GRAND TOTAL	**$ 4,890,706**

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:
James Roberts, Sr Dir-Neighborhood Dev

Sponsored by:
William Stimpson, Mayor

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:
1. Resolution for Council Boys and Girls PY 2025

REVIEWERS:
Shakeena Cox
James Roberts
James Barber

2025

R E S O L U T I O N

Sponsored By: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Action Plan for 2025 adds the below public service provider.

Public Services	**HUD Category**	
Boys and Girls	Public Services	30,000
SUBTOTAL – ADDITIONAL PUBLIC SERVICES		30,000

BE IT FURTHER RESOLVED that the Mayor, or his designee, is directed and authorized to act on behalf of the City of Mobile in the filing of the plan with HUD, and that this authorization extends to the execution of all required certifications and to all other actions required to obtain referenced Federal funds. The Mayor, or his designee, is further authorized to execute Subrecipient Agreements, Conditional Commitment Letters, Developer Agreements, Administrative Agreements, Loan Agreements, and associated security documents on behalf of the City in accordance with the funding recommendations as described.

A copy of the Plan shall remain on file in the office of the City Clerk.

Adopted:

_____

Lisa C. Lambert, City Clerk

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution. Wave Title VI update (002)
2. Resolution. Wave Title VI update
3. Title VI Update 2025 (final)

REVIEWERS:

Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Title VI 2025 Update Program for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized, respectively, to accept and adopt the said Title VI 2025 Update Program, attached hereto and incorporated herein.

ADOPTED:

_____

CITY CLERK

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Title VI 2025 Update Program for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized, respectively, to accept and adopt the said Title VI 2025 Update Program, attached hereto and incorporated herein.

ADOPTED:

_____

CITY CLERK

Transit Management of Mobile, Alabama

D/b/a

The Wave Transit System-City of Mobile

TITLE VI PROGRAM

Updated: February 2025

The Wave Transit System
1224 W. I-65 Service Rd, S.
Mobile AL, 36609

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- Service Standards
- Organizational Chart
- Non-Discrimination Notice-The Wave Transit System (English & Spanish)
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- Wave Transit System Map
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- Means of Transportation Chart
- Service Announcements & Holiday Notices (English & Spanish) Documents
- Outreach Initiatives Documents

Introduction

Transit Management of Mobile D/b/a The Wave Transit System (The Wave) is the public transportation provider for the City of Mobile and is required to submit a Title VI update to the Federal Transit Administration (FTA). This update includes the level and quality of transit service provided for minority and low-income areas and system-wide environmental justice policies and procedures, pursuant, as amended Title VI of the Civil Rights Act of 1964 and FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," published October 1, 2012. The objectives of FTA's Title VI Program are to:

- *Ensure that the level and quality of public transportation service is provided in a nondiscriminatory manner.*
- *Promote full and fair participation in public transportation decision-making without regard to race, color, or national origin.*
- *Ensure meaningful access to transit-related programs and activities by persons with limited English proficiency.*

This report is submitted to the FTA every three years and is intended to demonstrate compliance with Title VI. This report will detail policies and procedures for ensuring Title VI compliance, including key contacts, policies, and procedures.

Although challenges have been encountered due to economic conditions, and other externalities, The Wave Transit System works to continually provide the best transit service possible to the City of Mobile in a manner that is fair and equitable.

Title VI Program Checklist

Table 1 identifies the Title VI Program reporting requirements as described in FTA Circular 4702.1B and notes the associated page numbers in this report. The checklist follows the outline found in the circular and includes general requirements for all recipients of Federal funding assistance and all fixed-route transit and paratransit providers.

Table 1: Federal Title VI Program Requirements

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General Requirement		
1	Title VI Notice to the Public, including list of locations where notice posted	7
2	Title VI Complaint Procedures	9
3	Title VI Complaint Form	12
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Transit Management of Mobile d/b/a The Wave Transit System
Title VI Policy Statement

Transit Management of Mobile D/b/a The Wave Transit System is the Public Transportation Provider for the City of Mobile, Alabama. The Wave Transit System is governed by the City of Mobile which serves as the Grantee.

The Wave Transit System is committed to a policy of non-discrimination in the conduct of its business, including its Title VI responsibilities - the delivery of equitable and accessible transportation services. The Wave Transit System recognizes its responsibilities to the communities in which it operates and to the society it serves. It is The Wave Transit Systems policy to utilize its best efforts to assure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under its program of transit service delivery and related benefits.

Toward this end, it is The Wave Transit Systems objective to:

A. *Ensure that the level and quality of transportation service is provided without regard to race, color, or national origin;*
B. *Identify and address, as appropriate, disproportionately high, and adverse human health, and environmental effects, including social and economic effects of programs and activities on minority populations and low-income populations;*
C. *Promote the full and fair participation of all affected populations in transportation decision making;*
D. *Prevent the denial, reduction, or delay in benefits related to programs and activities that benefit minority populations or low-income populations.*
E. *Ensure meaningful access to programs and activities by persons with limited English proficiency.*

The responsibility for carrying out The Wave Transit Systems commitment to this program has been delegated to the General Manager. Staff is responsible for the day-to-day operations of this Program and the Director of Human Resources who will receive and investigate Title VI complaints which come through the complaint procedure. However, all managers, supervisors and employees share in the responsibility for making The Wave Transit Systems Title VI Program a success.

Updated: February 26, 2025

_____ _____

Preston Johnson
General Manager

Date

The WAVE TRANSIT SYSTEM
Ride the Wave

Non-Discrimination - Your Rights under Title VI
of
The Civil Rights Act of 1964

The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes The Wave Transit System (WTS) has violated his /her Title VI protections, should contact the WTS at 251.344.6600. The Wave has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to WTS's customers upon request. WTS's Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting The Wave Transit at the above-noted information. For federal Title VI information please contact the Federal Transit Administration (FTA), Region VI at 404.865.5600. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

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TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS
THE WAVE TRANSIT SYSTEM, MOBILE, ALABAMA (WTS)

Public Notice of Rights

The following statement shall be posted on site at the WTS office, on the WTS website (www.thewavetransit.com); permanently displayed on public transit vehicles; and other appropriate materials made available to the public: ***(Documents will be translated into languages other than English, upon request.)***

> *Non-Discrimination - Your Rights under Title VI of the Civil Rights Act of 1964*
> *The United States Department of Transportation (DOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities. Any person, who believes The Wave Transit System (WTS) has violated his /her Title VI protections, should contact the WTS at 251.344.6600. The Wave has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to WTS's customers upon request. WTS's Title VI policy, complaint procedures and LEP Plan shall be made available upon request by contacting The Wave Transit at the above-noted information. For federal Title VI information please contact the Federal Transit Administration (FTA), Region VI at 404.865.5600. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.*

Title VI Information, Limited English Proficient (LEP) information and Complaint Process (for printed materials, website, and other mediums upon request)

The Wave Transit System (WTS) grants all citizens equal access to all its transportation services. It is further the intent of the WTS that all citizens are aware of their rights to such access. This is designed to serve as an educational tool for citizens so that they may understand one of the civil rights laws that protect their benefit of the WTS programs and services, specifically, as it relates to Title VI of the Civil Rights Act of 1964.

What is Title VI?

Title VI is a section of the Civil Rights Act of 1964 requiring that "No person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." Note that Title VI does not address gender discrimination. It only covers race, color and national origin. Other Civil Rights laws prohibit gender discrimination.

What is LEP?

As part of Title VI requirements, the WTS has developed a Limited English Proficiency (LEP) Plan to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to WTS services as required by Executive Order 13166 "Improving Access to Services for Persons With Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000). A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

WTS's Complaint and Investigation Procedures

These procedures cover all complaints filed under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, for alleged discrimination in any program or activity administered by the WTS.

TITLE VI PUBLIC NOTICE OF RIGHTS / COMPLAINT PROCESS-CONTINUED
THE WAVE TRANSIT SYSTEM, MOBILE, ALABAMA (WTS)

These procedures do not deny the right of the complainant to file formal complaints with other State or Federal agencies or to seek private counsel for complaints alleging discrimination. Every effort will be made to obtain early resolution of complaints at the lowest level possible. The option of informal mediation meeting(s) between the affected parties and the WTS may be utilized for resolution. Any individual, group of individuals or entity that believes they have been subjected to discrimination prohibited under Title VI and related statutes may file a complaint.

The following measures will be taken to resolve Title VI complaints:

1) A formal complaint must be filed within 180 days of the alleged occurrence. Complaints shall be in writing and signed by the individual or his/her representative, and will include the complainant's name, address, and telephone number; name of alleged discriminating official, basis of complaint (race, color, national origin, sex, disability, age), and the date of alleged act(s). A statement detailing the facts and circumstances of the alleged discrimination must accompany all complaints.

The WTS strongly encourages the use of the attached ***WTS Title VI Complaint Form*** when filing official complaints.

The preferred method is to file your complaint in writing using ***The Wave Transit System Title VI Complaint Form***, and sending it to:

The Wave Transit System
Civil Rights Officer
110 Beauregard Street, Suite 104
Mobile AL 36602

2) In the case where a complainant is unable or incapable of providing a written statement, a verbal complaint of discrimination may be made to the Civil Rights Officer. Under these circumstances, the complainant will be interviewed, and the WTS Civil Rights Officer will assist the Complainant in converting the verbal allegations to writing.

3) When a complaint is received, the Civil Rights Officer will provide written acknowledgment to the Complainant, within ten (10) days by registered mail.

4) If a complaint is deemed incomplete, additional information will be requested, and the Complainant will be provided 60 business days to submit the required information. Failure to do so may be considered good cause for a determination of no investigative merit.

5) Within 15 business days from receipt of a complete complaint, the WTS will determine its jurisdiction in pursuing the matter and whether the complaint has sufficient merit to warrant investigation. Within five (5) days of this decision, the General Manager or his/her authorized designee will notify the Complainant and Respondent, by registered mail, informing them of the disposition.

   a. If the decision is not to investigate the complaint, the notification shall specifically state the reason for the decision.

b. If the complaint is to be investigated, the notification shall state the grounds of the WTS's jurisdiction, while informing the parties that their full cooperation will be required in gathering additional information and assisting the investigator.

6) When the WTS does not have sufficient jurisdiction, the General Manager or his/her authorized designee will refer the complaint to the appropriate State or Federal agency holding such jurisdiction.

7) If the complaint has investigative merit, the General Manager or his/her authorized designee will instruct the Civil Rights Officer to fully investigate the complaint. A complete investigation will be conducted, and an investigative report will be submitted to the General Manager within 60 days from receipt of the complaint. The report will include a narrative description of the incident, summaries of all persons interviewed, and a finding with recommendations and conciliatory measures where appropriate. If the investigation is delayed for any reason, the Civil Rights Officer will notify the appropriate authorities, and an extension will be requested.

8) The General Manager or his/her authorized designee will issue letters of finding to the Complainant and Respondent within 90 days from receipt of the complaint.

9) If the Complainant is dissatisfied with the WTS's resolution of the complaint, he/she has the right to file a complaint with the:

Eboni Younger-Riehl
Regional Civil Rights Officer
Federal Transit Administration
U.S. Department of Transportation
Phone 303-362-2394
Email: Eboni.younger.riehl@dot.gov

FTA Complaint procedures can also be found on the FTA web site at: www.fta.dot.gov. These procedures are also outlined in FTA Circular 4702.1A, Chapter IX.

Civil Rights
Complaint Form

Complaint Form

Instructions: If you would like to submit a Title VI complaint to The Wave Transit System (WTS), please fill out the form below and send it to: The Wave Transit System, Attn: Civil Rights Officer, 110 Beauregard St., Suite 104, Mobile AL 36602. For questions or a full copy of The Wave's Title VI Policy and Complaint Procedures call 251.344.6600.

1. Name (Complainant):	
2. Phone:	3. Home address (street no., city, state, zip):
4. If applicable, name of person(s) who allegedly discriminated against you:	
5. Location and position of person(s) if known:	6. Date of incident:

7. Discrimination because of:

- ☐ **Race/Color**
- ☐ **National Origin**
- ☐ Creed / religion
- ☐ Disability
- ☐ Sex (includes sexual harassment)
- ☐ Sexual orientation
- ☐ Marital status
- ☐ Age
- ☐ Vietnam Era Veteran
- ☐ Disabled Veteran
- ☐ Retaliation

BOLD-DENOTES TITLE VI PROTECTED CLASS

8. Explain as briefly and clearly as possible what happened and how you believe you were discriminated against. Indicate who was involved. Be sure to include how you feel other persons were treated differently than you. Also, attach any written material pertaining to your case.
9. Why do you believe these events occurred?
10. What other information do you think is relevant to the investigation?
11. How can this/these issue(s) be resolved to your satisfaction?
12. Please list below any person(s) we may contact for additional information to support or clarify your complaint (witnesses): Name: Address: Phone Number:

13. Have you filed this complaint with any other federal, state, or local agency; or with any federal or state court?

☐ Yes ☐ No

<u>If yes, check all that apply:</u>

☐ Federal agency ☐ Federal court ☐ State court
☐ Local agency ☐ State agency

If filed at an agency and/or court, please provide information about a contact person at the agency/court where the complaint was filed.

Agency/Court: Contact's Name: Address: Phone Number:

Signature (Complainant):	Date of filing:

Investigations Complaints or Lawsuits

Assurance

As of February 26, 2025, there are no active Investigations, lawsuits or Complaints naming The Wave Transit System or the City of Mobile which alleged discrimination on the basis of race, color, or national origin pending. There has been no civil rights review activities conducted in the last three (3) years.

The person or persons whose signature appears below is/are authorized to sign this assurance on behalf of the grant applicant or recipient.

_____ _____

Preston Johnson Date
General Manager

Local Process for Soliciting and Considering Public Comment Prior to a Fare Increase or Major Service Reduction

City of Mobile/ Transit Management of Mobile d/b/a The Wave Transit System

The following process will be used for soliciting and considering public comment prior to a fare increase or major service reduction:

1. **On-Going Public Comment.** Throughout the year, The Wave Transit welcomes comments by riders and other members of the public. Comments are recorded and accumulated for consideration at the time of the development of draft proposals for service changes, system improvements, and fare structures. Additionally, comments related to service changes including request for new routes or other services are accumulated for consideration during planning activities.

2. **Staff Review of Planning Information.** The staff of The Wave Transit, South Alabama Regional Planning Commission (SARPC), and City staff participate in the review of short- and long-range plans to identify the range of viable possibilities related to services and to cost recovery through fares. Research of the options and of the policy context are completed.

3. **Development of Draft Changes in Service or Fare Changes.** The Wave Transit staff develops draft proposals for changes in services or in fares based upon consideration of public comment, City policy and other direction from City staff, and upon planning information gathered by The Wave Transit and SARPC. The Wave Transit management firm brings their expertise to bear in developing options and in analyzing the viability of the options. The firm provides recommendations to the city for evaluation and consideration.

4. **Distribution of Draft Changes in Services or Fares for Formal Review and Comment.** The draft changes are circulated to SARPC and City staff for comment. The public is encouraged to participate through the regular MPO meeting agenda.

5. **Refinement of Draft Changes.** The Wave Transit staff considers the comments received and prepares suitable revisions to incorporate appropriate public and agency comment. The Wave Transit staff works with the City and SARPC to include the revised changes into the relevant Transportation Improvement Plan.

6. **Incorporation in the City's Annual Budget Process.** The revised changes are reviewed to identify the need for action within the city budget process. The changes are submitted into the budget development process for consideration and incorporated in the annual budget and longer-term capital and equipment budgets. The City's budget development process includes public hearings and invites public comment. Any changes are communicated to The Wave Transit for incorporation into the transit planning and management process.

7. **Public Hearing(s) on Proposed Changes.** The Wave Transit conducts a public hearing/meeting when a fare increases, or major service reduction is proposed. "Major Service reduction" is defined as a reduction which decreases service hours and/or service miles by **20%** of the system total. A determination is made related to each proposed change as to the appropriate timing of the public hearing. If service changes are temporary in nature for the evaluation of the proposal, the hearing will be held after the pilot period and the evaluation is completed. For changes in fares or significant service changes, the hearing will be held prior to the initiation of action.

   If the service changes are deemed to be minor or schedule modifications, The Wave Transit can recommend the changes to go forward without City of Mobile action and implement them.

   The Wave Transit completes the hearing, considers the comments received, and makes final recommendations to the City of Mobile. The City of Mobile may choose to act on the recommendation or may wish to hold additional public hearings.

8. **Publication of Notice of Service and Fare Changes.** After the final approval process by the City of Mobile, a notice is published in the Mobile Press Register and Mobile Beacon for all major service reductions/changes and for fare changes. Also, information is provided in the buses and other public information distribution points.

Approved as Policy: Michael C. Dow, Mayor (June 1998)
Updated: February 26, 2025

EXHIBITS & ATTACHMENTS

Outreach Initiatives
Bus Shelters & Passenger Amenities
Vehicle Headway
Vehicle Load Ratio
Vehicle Assignment Sheet
Limited English Proficiency Plan
Service Standards
Organizational Chart
Non–Discrimination Notice-The Wave Transit System
Non-Discrimination Notice-City of Mobile Parks & Recreation Department
Mobile County Minority Percentage Map
U.S. Census Map-People Speaking English Less than Very Well
Means of Transportation Chart

<u>Supporting Documentation</u>
Service Announcements & Holiday Notices- English & Spanish
Outreach Initiatives

EXHIBIT #1-OUTREACH (INITIATIVES, PUBLIC MEETINGS and OUTREACH STEPS)

2022

- Invitation for Public Comments
- Community Days Event
- Citizen Academy Cohort #2
- Big Brother Big Sister of South Alabama
- USA Passage Program
- Opportunities Day
- The Wave Open House
- Alabama Department of Human Resources Community Job Fair

2023

- MACD Monthly Meetings
- Mobile Park & Recreation Open House
- Mobile County Health Department Community Carnival
- Mobile Career Center Truck Driving Job Fair
- How to Ride pt. 6
- College Student Reduced Flyers
- How to Ride pt. 7
- Parks & Rec Senior Health Fair
- How to Ride pt. 8
- MAP Program Video
- City Atrium Event
- Community Day Event
- Job Fair 1
- Job Fair 2
- Community Day Event 2
- Citizens Academy

2024

- USA Passage Program
- MACD Monthly Meetings
- Mobile Career Center Truck Driving Job Fair
- Project Search
- Opportunities Day
- The Wave Open House
- Project Homeless Connect
- Citizens Academy Cohort # 5
- Alabama Department of Human Resources Community Job & Resource Fair

OUTREACH STEPS

- City of Mobile Public Comment Telecommunication System (311)
- The Wave Transit System Online Questionnaire
- The Wave Transit System LEP Complaint Form
- The Wave Transit System Fixed Route Buses
- Mobile Register
- Lagniappe
- New Citizens Academy (“Night School” Teaching City Residents How Local Government Works)

EXHIBIT #2- <u>BUS SHELTERS & PASSENGER AMENITIES-LOCATIONS</u>

1. *Government St. / Broad St.*
2. *Springhill Avenue (Crichton Shopping Center) *
3. Springhill Avenue & Catherine Street
4. *Athey Rd. / Zeigler Blvd.*
5. *Bay Shore Ave. / Frederick St.*
6. *Broad St. (Greer's Shopping Center) *
7. *Duval St. / Houston St.*
8. *Stanton Rd. (MARC) *
9. *Dauphin Island Pkwy. (B.C Rain High School) *
10. *St. Stephens Rd. / Cox (TEEN Center) *
11. *Broad St. / Baltimore St.*
12. *Regions Bank-Springhill Ave.*
13. *Martin Luther King (Franklin Clinic) *
14. *GM&O Transportation Center *
15. *GM&O Transportation Center*
16. *GM&O Transportation Center*
17. *GM&O Transportation Center*
18. Alabama Cruise Terminal Parking (Civic Center)
19. Grelot Rd. (Mobile Public Library)
20. *Allison St. / St. Stephens Rd.*
21. *Duval St. / DIP (Franklin Primary Clinic) *
22. *Washington Ave. / Texas St.*
23. *Prichard Ave / Wilson Ave.*
24. *Lowes- Beltline Service Rd.*
25. The Wave Transit System -Beltline Office
26. Bienville Square (St. Francis / St. Joseph)
27. *Walmart- Beltline Service Rd.*
28. Gulf Quest Maritime Museum
29. *The Shoppes at Bel Air Mall*
30. *Arlington Park*
31. *City of Prichard Transportation Hub*
32. Montlimar Drive / Michael Blvd.
33. Key Street / West I-65 Service Road, South.

<u>(*)</u> INDICATES THE LOCATION IN A MINORITY CENSUS TRACT

EXHIBIT #3 -VEHICLE HEADWAYS

Route	Peak	Off-Peak
1	60	60
4	60	60
5	**30**	**30**
7	**30**	**30**
9	**60**	**60**
10	**60**	**60**
11	**60**	**60**
12	60	60
15	**30**	**30**
16	**30**	**30**
18	60	60
19	60	60

UNDERLINED **BOLD** NUMBERS INDICATE MINORITY TRANSIT ROUTES

EXHIBIT #4 -2022 VEHICLE LOAD RATIO

2024 VEHICLE LOAD RATIO

Route	Daily Passengers **Average**	Trips	Available Seats	Load Factor **Seat/Passenger**
1	186	27	29	783/4.21
4	175	27	29	783/4.47
5	139	27	29	783/5.63
7	93	33	29	957/10.29
9	277	32	29	928/3.35
10	226	28	29	812/3.59
11	104	26	29	754/7.85
12	282	27	29	783/2.77
14	30	11	26	286/0.08
15	76	29	29	841/11.06
16	35	26	29	754/21.54
18	151	24	29	696/4.60

How you get the information

- Trips x Available Seats = **Load Factors Seats**

- Trips x Available Seats/ Daily Passengers – **Load Factor Passengers**
    - Example: 27 x 29/186= 783/186 = 783/4.21 = **Load Factor**

- Get the **Daily Passenger** count from the monthly Metrix or Genfare
    - You need the number of Saturday we operated} get this information from Finance – the NTD report
    - You need the number of weekdays we operated} get this information from Finance – the NTD report
    - Genfare report name Ridership Reconciliation Report-By Route and TTP (run from October 1, YYYY to September 30, YYYY

- **Route**- the route number we have
- **Trips**- number of trips the bus goes inbound and outbound
- **Available Seat**- how many seats are on the bus for that route

EXHIBIT #5
Vehicle Assignment Sheet
(NEXT PAGE)

Relief Point	Depart Time	Time Off	Relief Location	Platform Hours	Pre-trip	Guaranteed	Total
Bel-Air	1:55 PM	7:15 PM	Gar	5.33	0.08		5.41
GM&O	12:55 PM	6:10 PM	Gar	5.25	0.08		5.33
GM&O	12:55 PM	6:00 PM	Gar	5.08	0.08		5.16
Gar	5:35 AM	10:55 AM	GM&O	5.33	0.25		5.58
GM&O	12:55 PM	6:45 PM	Gar	5.83	0.08		5.91
Bel-Air	12:55 PM	6:20 PM	Gar	5.42	0.25		5.67
Gar	5:10 AM	10:55 AM	GM&O	5.75	0.25		6.00
Gar	5:45 AM	1:55 PM	Bel-Air	8.17	0.25		8.42
Gar	5:40 AM	12:55 PM	Bel-Air	7.20	0.25	0.55	8.00
Bel-Air	12:55 PM	6:50 PM	Gar	5.92	0.08	2.00	8.00
Gar	5:40 AM	12:55 PM	GM&O	7.25	0.25	0.50	8.00
Gar	4:40 AM	11:55 AM	GM&O	7.25	0.25	0.50	8.00
GM&O	11:55 AM	7:10 PM	Gar	7.25	0.08	0.67	8.00
Gar	5:15 AM	12:55 PM	GM&O	7.67	0.25	0.08	8.00
GM&O	12:55 PM	7:15 PM	Gar	6.33	0.08	1.59	8.00
Gar	5:15 AM	12:55 PM	GM&O	7.67	0.25	0.08	8.00
GM&O	12:55 PM	9:35 PM	Gar	8.67	0.08		8.75
Gar	5:45 AM	1:55 PM	Bel-Air	8.17	0.25		8.42
Bel-Air	1:55 PM	9:55 PM	Gar	8.00	0.08		8.08
Gar	4:55 AM	12:55 PM	Bel-Air	8.00	0.25		8.25
Bel-Air	12:55 PM	8:55 PM	Gar	8.00	0.08		8.08
Gar	4:55 AM	11:55 AM	Bel-Air	7.00	0.25	0.75	8.00
Bel-Air	11:55 AM	7:00 PM	Gar	7.08	0.08	0.84	8.00
Gar	4:55 AM	12:55 PM	Bel-Air	8.00	0.25		8.25
Bel-Air	12:55 PM	6:55 PM	Gar	6.00	0.08	1.92	8.00
Gar	5:00 AM	11:55 AM	GM&O	6.92	0.25	0.83	8.00
GM&O	11:55 AM	7:00 PM	Gar	7.08	0.08	0.84	8.00
Gar	6:00 AM	12:55 PM	GM&O	6.92	0.25	0.83	8.00
GM&O	10:55 AM	6:35 PM	Gar	7.67	0.08	0.25	8.00
Gar	5:05 AM	11:55 AM	GM&O	6.92	0.25	0.83	8.00
GM&O	11:55 AM	7:35 PM	Gar	7.67	0.08	0.25	8.00
Gar	6:40 AM	3:00 PM	GM&O	8.33	0.25		8.58
Gar	5:10 AM	12:55 PM	GM&O	7.75	0.25		8.00
GM&O	10:55 AM	6:50 PM	Gar	7.92	0.08		8.00
Gar	5:30 AM	11:55 AM	Bel-Air	6.42	0.25	1.33	8.00
Bel-Air	11:55 AM	7:05 PM	Gar	7.17	0.08	0.75	8.00
Gar	5:40 AM	12:55 PM	Bel-Air	7.58	0.08	0.34	8.00
				259.97	**6.19**	**15.73**	**281.89**

Limited English Proficiency (LEP) Plan

Transit Management of Mobile
D/b/a
The Wave Transit System
1224 West I-65 Service Road, South
Mobile, Alabama 36609
(251) 344-6600
www.thewavetransit.com

Updated: February 26, 2025

Introduction

This Limited English Proficiency Plan (LEP) has been prepared to address The Wave Transit Systems' (WTS) responsibilities as a direct recipient of federal financial assistance as they relate to the needs of individuals with limited English skills. This plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et se, and it's implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color, or natural origin.

Plan Summary

WTS has developed this LEP Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency (LEP) who wish to access services provided by The Wave. As defined in Executive Order 1316 6, LEP persons are those who do not speak English as their primary language and have limited ability to read, speak, write, or understand English.

This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, and how to notify LEP persons that assistance is available.

In order to prepare this plan, WTS undertook the U.S. DOT four-factor LEP analysis which considers the following factors:

1. The number or proportion of LEP persons in the service area who may be served or are likely to encounter a WTS program, activity or service.
2. The frequency with which the LEP persons come in contact with WTS programs activities or services.
3. The nature and importance of programs, activities or services provided by WTS to the LEP population.
4. The resources available to WTS and overall cost to provide LEP assistance.

Four-Factor Analysis

1. *The number or proportion of LEP persons in the service area who may be served or are likely to encounter a WTS program, activity, or service.*

The eligible service population figures were taken from U.S. Census Bureau estimates from Mobile County. Based on the 2023 American Community Survey, there are 388,438 people in Mobile County who are five years and older. Of this group, 366,739 (94.4%) speak only English. The four most common other languages spoken at home are Spanish 9,323 (2.4%), Other Indo- European 5,438 (1.4%), Asian and Pacific Islanders languages 6,603 (1.7%), and Other 388 (0.1%). The following table provides the estimates for each of these languages and the estimates of people who speak English less than very well.

Language Spoken at Home	Estimated Number	# Who Speak English Less than Very Well
Spanish	9,323	4,539 / 48.7%
Indo-European	5,438	1,380 / 25.4%
Asian & Pacific Islanders	6,603	3,464 / 52.46%
Other	388	251 / 64.7%

2. *The frequency with which the LEP persons come in contact with WTS programs activities or services.*

WTS assessed the frequency with which staff and drivers have, or could have, contact with LEP persons. The following touch points and frequencies have been identified:

CONTACT POINTS	FREQUENCY
Bus Drivers – Fixed Route	Moderate
Bus Drivers-Map	Moderate
Information Line	Minimum
Dispatchers	Minimum
Route Guides	Moderate
Reservationist	Moderate
On-Street Signage	Moderate
Web Site	Minimum
Receptionist	Moderate
Field Supervisors	Moderate
Print Media	Minimum
Broadcast Media	Minimum
Social Media	Minimum
Public Relations Media	Minimum
Annual Events	Moderate

3. ***The nature and importance of programs, activities or services provided by WTS to the LEP population.***

The largest geographic concentration of LEP individuals in the WTS service area are Spanish; Asian and Pacific Islanders; Indo European, and Other. Service's provided by WTS that are most likely to encounter LEP individuals are the Fixed Route System which serves the general public and Brokered Transportation (Mobility Assistance Program) which serves primarily senior and disabled persons. It is also likely that WTS will encounter LEP individuals at the Beltline Office and GM&O Transportation Center where tickets are sold at both locations and Community Outreach Events.

4. ***The resources available to WTS and overall cost to provide LEP assistance.***

WTS assessed available resources that could be used for providing LEP assistance, to include which of its documents would be most valuable to be translated if the need should arise and taking an inventory of available organizations that WTS could partner with for outreach and translation efforts.

Limited English Proficiency (LEP) Plan Outline

There are five (5) areas that comprise WTS LEP PLAN:

1. Identifying LEP individuals who need language assistance
2. Language assistance measures
3. Training Staff
4. Providing Notice to LEP persons
5. Monitoring and Updating the LEP PLAN

1. Identifying LEP individuals who need language assistance

How WTS may identify an LEP person who needs language assistance.

- Examine customer service records for language assistance that has been received in the past, either at meetings or over the phone, to be determined whether language assistance might be needed for future events;

- When WTS sponsors an event, have a staff person greet participants as they arrive. By informally engaging participants in conversation it is possible to informally gauge each attendee's ability to speak and understand English

2. Language Assistance Measures

How WTS will assist and LEP person who needs language assistance

- Network with local human service organizations that provide service to LEP individuals and seek opportunities to provide information on WTS programs and services;
- Implement a Hispanic Education and Outreach program;
- Post WTS Title VI Policy and LEP PLAN on the agency website www.thewavetransit.com
- Provide travel training to LEP persons;
- Provide a bilingual Community Outreach Coordinator at community events and public hearings;
- Placement of statements in notices and publications that interpreter services are available for meetings, with a seven day advance notice;
- Provide *Language Identification Flash Cards* at the GM&O Transportation Center, onboard the WTS fleet, in Field Supervisor vehicles and at the Administrative Office (Beltline);
- Include language, i.e. *"Spanish a plus"* on Coach operated recruitment flyers and employment notices;
- Provide language for LEP persons in Route Guides

3. Staff Training

How WTS will train staff on its role and responsibilities in providing meaningful access to services for LEP persons

- Develop a curriculum and corresponding PowerPoint to educate WTS staff on the Title VI requirements for providing meaningful access to services for LEP persons;
- Provide staff with a description of language assistance services offered by WTS;
- Provide staff with specific procedures to be followed when encountering and LEP person, including how to handle a potential Title VI / LEP complaint
- Instruct staff on the use of FTA Identification Flashcards

4. Providing Notice to LEP Persons

How WTS will provide Notice to LEP persons, both oral and written communications:

- Offer general information, such as operation hours of the GM&O Transportation Center and Beltline Administrative Offices, fares, Lost & Found, etc., on the WTS customer service line;

- Implement the use of an automated greeting in both English and Spanish, directing callers to select which language they prefer.

PROVIDE THE FOLLOWING WRITTEN COMMUNICATIONS IN BOTH ENGLISH AND SPANISH:

- Introduction section of the WTS Route Guides which contains information on fares, accessibility, fare / ticket discount information and general riding information;

- Temporary signs at bus stops and transit centers informing customers of any detours and route changes;

- Onboard flyers containing information about route changes, rider alerts, fare increases and public hearings;

- Interior bus signage at transit center that display safety or system policy information;

- Interior bus signage displaying cash fare cost of monthly discount passes and special promotions / campaigns.

5. Monitoring and Updating the LEP PLAN

This plan is designed to be flexible, and should be viewed as a work in progress. As such, it is important to consider whether new documents and services need to be made accessible for LEP persons, and also to monitor changes in demographics and types of services.

WTS will update the LEP as required by U.S. DOT. At a minimum, the plan will be reviewed and updated when data from the most recent U.S. Census is made available, or when clear and higher concentrations of LEP individuals are present in the WTS service area.

How WTS will examine and update its' LEP PLAN.

- Determine how the needs of LEP persons have been addressed;

- Determine the current LEP population in the service area and whether the need for translation services has changed;

- Determine whether local language assistance programs have been effective and sufficient to meet the need;

- Determine whether transit systems financial resources are sufficient to fund language assistance resources needed;

- Determine whether the WTS have fully complied with the goals of the LEP Plan

- Determine whether complaints have been received concerning the company's failure to meet the needs of the LEP individuals.

6. Dissemination of the WTS LEP Plan

How the WTS LEP PLAN will be disseminated to customers and the community

- A link to the WTS LEP PLAN and the Title VI Plan will be included on the WTS web site, www.thewavetransit.com, any person or agency with internet access will be able to access and download the plan from the WTS website. Alternatively, any person or agency may also request a copy of the plan via telephone, fax, mail or in person, and shall be provided a copy of the plan at no cost. LEP individuals may request copies of the plan in translation which WTS will provide, if feasible.

- Distribute the WTS LEP PLAN to human service organizations in the service area.

Questions of comments regarding the WTS LEP PLAN may be submitted to the WTS, attention the following:

Mr. James R. Rich
Civil Rights Officer
The Wave Transit System
1224 West I-65 Service Road, South
Mobile, Alabama 36609
Office: 251-344-6600, Ext. 225
Fax: 251-344-6678

PROVISION 1

Membership of Non-Elected Committees and Councils - Not Applicable (N/A)

PROVISION 2

Sub Recipients for Compliance with Title VI

Minority communities are identified utilizing the staff's knowledge of the area and U.S. Census data. This knowledge coupled with monthly performance reports provide adequate guidance in the effects of route change and the effects such modifications would have on the minority community.

Should it be determined that projected changes would affect minority communities, heightened scrutiny will be applied to such proposals.

PROVISION 3

Title VI Equity Analysis - Not Applicable (N/A)

END DOCUMENT

Operational Procedures
FOR THE
The Wave Transit System

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I. GENERAL OPERATING PRINCIPLES

The primary responsibility of the Wave Transit System is to provide the best quality public transportation service possible within the limits of its financial resources. Simultaneous attention to the following objectives is required to meet this responsibility.

1.1 The Wave shall be designed, operated, and maintained to maximize customer service. In so doing, The Wave hopes to attract patrons in such numbers, as to assure its continuing viability as a reasonable alternative to the private automobile. Marketing efforts should be maintained to retain current passengers and attract potential customers. The Wave strives to maintain and offer the following features to its customers:

- Quality services,
- Sufficient quantity of service interfacing with other modes of transportation,
- Convenient and easy to read schedules,
- Affordable fares,
- Maximum service area coverage within the limits of its financial resources,
- Shelters, benches and bus stop signs for the convenience and comfort of our passengers.

1.2 The primary focus of The Wave is the **safety** of our passengers and employees. The Wave understands that maximizing safety will allow the system to maintain reliability, provide excellent customer service, and

reduce costs to the system. Operating practices and vehicle maintenance shall be such that any kind of preventable accident will be improbable.

1.3 Our system will be designed to serve the existing patterns of development. It shall remain consistent with the planning process of the Greater Mobile area as is possible within the limits of our financial resources.

1.4 Service improvements and extensions shall be evaluated not only for economic considerations, but also as a public service to provide mobility for both transit dependent riders and patrons using transit as a transportation alternative.

1.5 New developments and improvements in transit vehicle designs will be sought and utilized whenever feasible. Vehicles shall be safe, smooth-riding, climate controlled, quiet, easy to board and alight, well-lit, clean, and aesthetically attractive. Vehicles will be cost effective to maintain and operate with a consideration made for long term use and availability of future funding.

1.6 The Wave will strive for a high degree of customer service. The Wave will consistently improve its methods of recruiting and training, in an effort to insure safe operation by courteous personnel. Our personnel will regularly undergo quality control evaluations to insure that they continue to provide excellent service to our passengers.

1.7 Our service shall be designed to minimize the origin to destination travel time for present and potential customers. This will be achieved by improving the walk, wait, ride and transfer elements of the total transit journey. Transferring shall be minimized by seeking more direct routes, from origin to destination and interlining when possible. Services will be carefully coordinated and adequate facilities shall be provided wherever feasible for patrons to transfer between vehicles with protection from the elements. Routes will be planned to minimize the walking distances of our passengers and current passengers, while continuing to operate efficiently.

1.8 The Wave will cooperate and contribute to the economic and social improvements of the Area by participating in the overall planning process.

1.9 The Wave work environment will convey a sense of respect, dignity, and positive human values realizing that bus operators, supervisors and the telephone information staff are the front line of our customer service function and that *all* staff, maintenance, and planning employees have a role in providing excellent customer service.

1.10 Special consideration may be given to those whose transportation needs may be ~~only~~ served by public transportation (elderly, persons with disabilities, students and the economically disadvantaged).

1.11 The Wave will market its services to stimulate our existing riders to expand their use of our services and programs, educate potential customers and employers as to the use and benefits of using transit, and encourage trial ridership in order to create regular transit users.

II. SERVICE STANDARDS

The public operation of a mass transit system requires regular justification of the distribution of resources and the level of service that it provides. In order to maintain *crucial* public support, the public transportation system must be able to demonstrate that the transit system is operating within established and accepted standards. Service standards provide transportation operations and maintenance, transit planners and transit management with a means of measuring the performance of specific routes, services and the transit system as a whole. These standards will be used to develop goals, set plans, and identify areas which may need improvement. Although standards may be met, The Wave will strive to improve upon them. Meeting the established standards will not mean that we can rest on our laurels. This is meant to be a dynamic document that will change as necessary when baseline goals are met. The service standards in this report are not meant to provide absolutes. However, they are meant to serve as warning signals which will guide actions. For cases when the standards are not attained, the reasons for the deficiencies shall be determined and appropriate action will be taken. The Service Standards accepted by The Wave are set for the following aspects of the District's service:

- **Transit Information**
- **Bus Stop Locations and Amenities**
- **Transit Planning**
- **On-Time Performance**
- **System Image**
- **Safety and Security**
- **Maintenance Standards**
- **Regular Route Standards**
- **Demand Responsive Service Standards**

It is understood that service improvements will not be effective unless their benefits are communicated to the public. This plan does not specifically establish standards for ***marketing policies***; however a brief discussion of our marketing responsibility is included in this plan.

2.1 TRANSIT INFORMATION

Transit information is one of the few tangible products that we produce. It is the tool that educates the public about our service.

The following standards apply to information efforts:

- Transit information shall be convenient and easy to read and understand.
- A system map and individual route timetables shall be readily available to the public.
- All revenue service vehicles will prominently display our schedules. Operators will ensure that all buses are equipped with timetables as part of their pre-trip inspection.
- Schedules shall also be available by mail, internet and at selected central points (stores, banks, governmental buildings, colleges, universities, hospitals, and other points frequented by the public) and a log of requests for information by route will be maintained to ease communications with passengers.
- The Wave telephone number will be prominently displayed on all public information and marketing materials.
- Telephone Information Specialists shall be maintained to answer the public's questions in a competent and courteous manner.
- Adequate answering capacity will be provided to minimize busy signals and holding time.
- Technology and training will be sought and provided as feasible to improve the dissemination of transit information

2.2 BUS STOP LOCATIONS AND AMENITIES:

- **Bus Stop Spacing** - The spacing of stops on a bus route often represents a trade-off between the passenger's convenience (walking distances) and the operating speed of the transit system. Closely spaced stops will reduce the walking distances for bus users; but it will also increase the running time. The bus will be required to stop more often to allow for boarding and alighting.

The Wave buses will stop at any intersection upon a signal to the operator where it is safe to do so unless otherwise specified. The Wave standard is to have stops spaced no more than 1320 feet (1/4 mile) apart. In areas that are primarily commercial or in those residential areas having a high population density

- **Bus Stop Signs** - Priority should be given to installing bus stop signs along those routes whose productivity is at or above the system average and along new routes. Bus stop signs will be displayed approximately every two city blocks, where demand is over 5 passengers per day, or near major trip generators. Signs placed on new or existing poles that do not hold other signage will be placed at 6'6" from the ground to the base of the sign. Signs placed on existing poles holding other signage will be placed above the sign, but not below 6'6" from the base of the existing sign. The Wave will review signed bus stop locations to ensure that the stop remains convenient and accessible to the greatest number of users

or potential users. Operators will provide service to all safe stops along the route.

- **Bus Stop Placement** - Bus stops are located in one of three positions: near-side, far-side, turn-and-stop and mid-block. Each of these locations offers advantages and disadvantages to vehicle drivers and pedestrians.

  - *Near-side stops* allow more than one bus to stop at an intersection and allow a bus to load and unload while the traffic signal is red. Near-side stops cause some safety concerns with right-turning vehicles.

  - *Far-side stops* reduce the risk of right-turning vehicles and positively affect the efficiency of the transit operation, by allowing the bus to proceed into traffic after the signal turns red and traffic stops. Far-side stops may lead to blocked intersections where two or more routes meet.

The final decision on bus stop location is dependent upon ease of operation, transfer situations, space availability, traffic volumes, location of major generators, and safety considerations. The Wave performs on-site evaluations of each proposed bus stop site to analyze these operating and safety conditions and identifies appropriate bus stop locations.

- **Bus Stop Length** - The selection of a bus stop length represents a trade-off between available space for automobile parking or freight loading and the ease and safety of the transit operations. A long bus stop will allow a bus to easily pull in and out of a stop. This will make it easier and safer for passengers to board the bus since the bus is out of the flow of traffic. An unnecessarily long bus stop will reduce the space available for parking and freight loading and may negatively impact the transit system's identity as a "good public citizen". In addition to image, operations may be affected with excessive violations of the "no parking bus stop" zone. A short stop allows more space for parking and freight movement, but increases the difficulty for buses to pull in and out of traffic, and may cause safety concerns for our passengers.

A bus stop length of eighty (80) feet should be used for near and far side stops whenever feasible. Mid-block stops should be one-hundred and twenty (120) feet in length, whenever feasible. Stops serving more than one route should be a minimum of two-hundred (200) feet, if possible. Existing stops shall be re-evaluated periodically for safety, accessibility and convenience. Heavy transfer locations will be examined to determine if there is a predominant transfer direction. A mixture of far-side and near-side stops will increase passenger convenience where there is a predominant transfer direction.

- **Bus Benches** - Bus benches provide a level of comfort at a bus stop. Benches are an important part of the attractiveness of the system from both an aesthetic and a comfort point of view. The Wave will ensure that bus benches are placed in areas where the number of daily passenger boarding exceeds 10 per day. Bus benches will be placed parallel to the street in an area unobstructed by street signs, poles or foliage. Information signage should also be placed near the bench, where space allows.

- **Bus Shelters** - Bus shelters are important amenities for ensuring passenger comfort. The selection of a shelter location depends on the physical characteristics of a site, the number of transit customers using the stop, and the frequency of service. Bus shelters will be provided at bus stop locations where the number of daily passenger boarding reaches twenty-five (25) or more per day, as municipal zoning ordinances allow. These shelters shall display the appropriate route, schedule, and fare information. All shelters will be identified with The Wave logo.

2.3 TRANSIT PLANNING:

- **Area Coverage** - Route coverage measures the potential for people to use transit based on their proximity to service. Routes should be designed so that the number of people with access to the system is maximized.

- **Service Hours** - Service hours will be based on the needs of the greatest number of riders to maximize ridership potential. The Wave will set service hours based upon ridership and cost estimates, as well as service demand information provided to them by the planning and marketing departments.

- **Service Frequency** - The service frequency on a particular route will be determined by evaluating a route's performance, with consideration to The Wave financial resources, and the estimated demand for service.

- **Load Standard** - Passenger comfort and the ability to attract additional riders, requires an assessment of load conditions to determine the possible need for additional service. The vehicle capacity or "load" represents the number of seats available for passengers. There may be times of the day in which all seats are used and the bus may have standing passengers (standees).

The Wave understands the challenge of minimizing travel time and serving these generators and will provide service within the criteria listed below:

- The alignment of a route will be as direct as possible to minimize the time and miles of operation.

Where feasible, our routes shall be bi-directional serving a generator at each end. Bi-directional service uses the same streets both inbound and outbound.

Deviation from a straight line will be avoided and will be implemented only when a potential major generator is served and when no other service alternatives are feasible. Buses should only divert into shopping centers, hospital complexes, etc., subject to operational feasibility if stopping along the road results in one or more of the following:

In order to reach the particular facility.

- Boarding or alighting along the highway would create a safety hazard.
- Boarding along the highway decreases the opportunity to enhance passenger amenities.

Through routing or interlining will be examined and implemented if all of the following conditions are met:

- The routes serve corridors which are on opposite sides of a common terminal.
- The routes have complementary frequencies and hours of operation.

Service Changes/Public Input -
If route changes are made that exceed 50% of the mileage or hours of the route, The Wave will advertise and hold a public hearing to discuss changes, justification for changes and receive appropriate comment from the public to aid in decision making.

2.4 ON-TIME PERFORMANCE & SCHEDULE ADHERENCE:

On-Time Performance deals with the rider's confidence in the bus arriving on time throughout the transit system and their perception of the system's reliability. Surveys throughout the transit industry indicate that schedule reliability is the most important factor in determining user attraction and satisfaction with the transit system. The punctuality of a bus becomes increasingly important as the headway on a route becomes greater. The following holds true for the timeliness of our service:

- Extremely long waits are to be avoided;
- Service on routes with long headways must be extremely reliable.
- No bus should reach a time point early ("run hot").
- On-time is defined as a bus arriving at a specific time point 0 through 5 minutes past the scheduled time.

2.5 TRANSIT SAFETY AND SECURITY

- **Transit Safety** - The provision of safe transit service is an obligation of The Wave. The standard chosen reflects the current goal for fixed-route bus systems developed by management.
- **Transit Security** - All Wave Transit vehicles will be equipped with two-way radios. Radios will be operational for 100% of all trips. The District is committed to the security of our operators or passengers and the protection of our property.

2.6 SYSTEM IMAGE

The basic image of the transit system include bus appearance, operator appearance, bus lighting, bus and shelter internal cleanliness, and bus and shelter and bench external cleanliness, and consistent signage. The following standards will be met:

- **Bus Appearance** -The logo will be placed on all buses, immediately behind the front passenger door on the right side of the bus and immediately under the driver's window on the left side of the bus.
- **Operator Courtesy/Appearance** - This Standard recognizes that public comment and perception regarding the quality of service is important in evaluating system performance.

Complaints and Commendations - All citizen complaints will be investigated. A monthly report will be prepared detailing complaints and complaint trends as well as commendations.

Operator Appearance - All operators will be required to wear the prescribed uniform as listed in the employee handbook and updated regularly through bulletins.

- **Lighting** - Lighting on buses will be ample for reading by seated passengers. Stairwells will be adequately lit for safety. Bus lighting gives the appearance of greater security and comfort.
- **Bus Cleanliness** - The interior and exterior of each bus will be washed and inspected daily. Interior damage will be repaired immediately. Exterior body damage will be scheduled for repair on a timely basis. All passenger vehicles leaving the garage for service will be clean.
- **Shelter Cleanliness** - Shelters will be cleaned on a regular schedule. If a shelter needs particular attention due to damage or vandalism, that shelter will be repaired or cleaned prior to routine shelter maintenance.
- **Signage** - Signs will be designed to attract attention of residents and potential passengers, and will include telephone information number and route number of the buses serving the stop. Signs shall be placed at a uniform height perpendicular to the street.

2.7 MAINTENANCE STANDARDS

A number of measures will be used to evaluate maintenance standards. These measures and standards are listed below:

- **Passenger Vehicle Availability** - 100% of the vehicles required to operate peak service will be available daily.
- **Passenger Vehicle Reliability** - Road calls occur when a vehicle is serviced by the maintenance department while in route service. Road calls disrupt service and are very costly.
- **Vehicle HVAC** - 100% of the passenger vehicle fleet will be equipped with air-conditioning and heating units. A minimum of 95% of the air-

conditioning units and 95% of the heating units will be in working order during their appropriate seasons.

- **Inspection Intervals** - An effective preventive maintenance program is essential if the above standards are to be met. The Wave shall maintain and improve its preventive maintenance efforts continually. The Wave will perform interim preventive maintenance inspections within 500 miles before or after 3,000 miles of service as manpower allows, however, 100% of all scheduled preventive maintenance inspections will be completed within 500 miles before or after 6,000 miles of service.

2.8 REGULAR ROUTE SERVICE STANDARDS

Each route in the transit system will be evaluated as a separate service entity. However, individual routes shall be evaluated with an understanding that these routes are inter-related with respect to the customer, who may need to transfer to reach their final destination. Individual routes working as an integrated and planned system will allow The Wave to succeed. Performance indicators will be used to evaluate the productivity and activity of each route. Performance indicators will be calculated and reported.

- **Passengers Per Revenue Hour** - Passengers per hour shall be calculated by dividing the number of passengers by the number of revenue hours the route operates in regular service. The system average for the passengers per revenue hour should not fall below 23 passengers per hour.
- **Passenger Per Revenue Mile** - Passengers per mile shall be calculated by dividing the number of passengers by the number of revenue miles the route operates in regular service. The system average for the passengers per revenue mile should be maximized, but shall be no less than 1.3 passengers per mile.
- **Fare box Recovery Ratio** - The fare box recovery ratio shall be calculated by dividing the revenue collected on the route by the fully allocated cost of operating the route in regular service. Consistent with values of the District, customer service should be the primary consideration for providing service. The Wave can determine whether customers are being adequately served by reviewing the service standards above. The standards will allow The Wave to review whether the routes remain effective and efficient in meeting the desires of the community. Firebox recovery will be the last consideration in the case of route needing adjustment, since the indicator can be skewed by a high number of seniors and passengers with disabilities who pay a lower fare.
- **Action Items** - The following represents a list of possible action items which will be considered when a route's performance warrants action.
    - Modify Route.
    - Simplify the route to improve ease of use.
    - Re-route to serve higher density/demand areas.
    - Shorten the route to reduce vehicle requirements and mileage.

- Combine this route with another route to reduce vehicle requirements and increase passenger loads.
- Reduce or increase frequency.
- Reduce or increase service hours (peak/mid-day/night)
- Examine lower-cost service substitutions (i.e.: deviated fixed route service, subscription bus service, transit sponsored van pool, etc.).
- Target market the route to specific neighborhoods and businesses served by the route. This will be accomplished

Through direct mail campaigns, personal communication, and public participation. The Routes and Schedules Committee will monitor these routes closely to determine the success of these options. Routes that improve above standards will be removed from the Review List. Routes that do not improve after appropriate measures have been taken, may be recommended to the Board for reduction or elimination.

- **New Service and Extensions** - A petition displaying a minimum of fifty (50) signatures, including addresses and telephone numbers for verification, must accompany all new service requests. The aforementioned criteria will apply equally to all new routes and extensions. However, the performance of any new service must be estimated. Also, a liberal rider ship growth period for this new service should be provided. Less than adequate rider ship is to be expected while the market is expanding. New routes and/or major extensions will be granted a one-year trial period. At the end of the trial period, the new service will be evaluated. Based on the standards for existing service, the trial period may be extended or the service may be curtailed. Curtailment may be superseded when a community, an organization, or a corporation is willing to subsidize the difference between the established fare box recovery target and the actual revenue.

2.9 DEMAND RESPONSIVE SERVICE STANDARDS

The demand responsive service will be considered in its entirety, unlike the fixed route service. The personal, on demand nature of the service leads to a reduction in the possible passengers per hour when compared to a fixed route service. The following performance indicator will be collected and reported quarterly:

- **Passengers per Service Hour-** This Standard recognizes that productivity on the demand-responsive service must be maintained at a reasonable level.
- **Action Plan** - In the event that this service fails to achieve the prescribed standard, an action plan will be developed outlining steps necessary to improve productivity. Such steps may include, but are not limited to:
  - Evaluate the dispatch function
  - Evaluate operators trip manifests or passenger manifests
  - Evaluate operating procedures (loading/ securing/ additional passenger services, etc.)

If productivity remains below the Standard for a six (6) month period following the implementation of corrective actions, service reductions will be considered.

3.1 REVENUE SOURCES EVALUATION

- **Existing Revenue Sources** - All existing revenue sources will be reviewed annually to determine whether the source continues to meet the established standards.

Revenue includes:

- Firebox revenue,
- advertising revenue,
- interest income,
- charter revenues,
- Special Event
- Other income

The Wave Transit recognizes the importance of marketing as the primary communication tool for educating the public about the benefits of public transportation and increasing trial rider ship as a result of this education. The Wave marketing approach is directed towards:

- An image/recognition effort to educate the public about the services and benefits of The Wave Transit, and
- Specific promotions to increase rider ship on both an overall and specific route basis.

A variety of efforts should be utilized to achieve these objectives including print, radio, direct mail, audio/visual and public outreach. Target marketing potential customers will be based on performance standards as well as new residents. Specific public information guides shall be developed for presentation to service agencies, schools and business organizations to generate rider ship and community goodwill. An on-going public relations program should provide a regular input of news to the media in order to inform the public of significant events and policies affecting The Wave Transit System and its customers, including accident rate reductions, safety awards, efficiencies, achievements, increased rider ship, etc.

Appendix A
GLOSSARY OF TERMS

Bi-directional - A routing that maintains the bus on the same streets operating outbound as it does operating inbound.

Coverage - Area of the city that is served by a bus route (1/8 - 1/4 mile from the bus route)

Deadhead miles - The mile accumulated by the vehicle when it is not in revenue service.

Demand Responsive Service - Service implemented by The Wave Transit to provide transportation to persons with disabilities that cannot access a fixed route bus and that meet the requirements of the Americans with Disabilities Act. The service is required as a complement to the Fixed Route Service under the provisions of the ADA. The service is currently contracted to Door to Door Transportation, Inc.

Deviation - Varying from the main thoroughfare or route to serve a generator.

Far-side Stops - A bus stop location that is found immediately after an intersection.

Generators - Employment, Medical, Shopping or Recreation centers that pose as an attractive origin or destination for our passengers.

Headway - The amount of time between buses set by policy.

Interlining - Linking two or more routes to establish an attractive pairing which serves customer's needs.

Load Standard - The number of persons standing allowed by policy on a bus before action is taken to reduce the number.

Mid-Block Stop - A bus stop location that is found between intersections.

Near-side Stops - A bus stop location that is found prior to crossing an intersection.

Off Peak - The times of day when fewer trips are taken by the community. Current off peak hours are from 9:15 AM to 2:45 PM.

Peak Hour - The times of the day when the bulk of travel is done by the community. Current peak hours are designated as 6:15 AM - 9:15 AM and 2:45 PM to 5:45 PM

Revenue Hour - The hours accumulated during scheduled service times. This does not include report time, travel time, or any other non-revenue time.

Revenue Mile - The miles accumulated during scheduled service times. This does not include deadhead miles.

Regular Route - A route with an established and published schedule operating on a fixed route during regular service hours and days.

Road-Call - Any time the maintenance department must service a vehicle when the vehicle is not in the yard or on The Wave property.

Service Frequency - The number of time a bus passes a certain point in terms of time.

Service Hour - The hours of service that the Demand Responsive Vehicle is in operation. This differs from the Fixed Route Service in that much of the time spent "in service" is not revenue time.

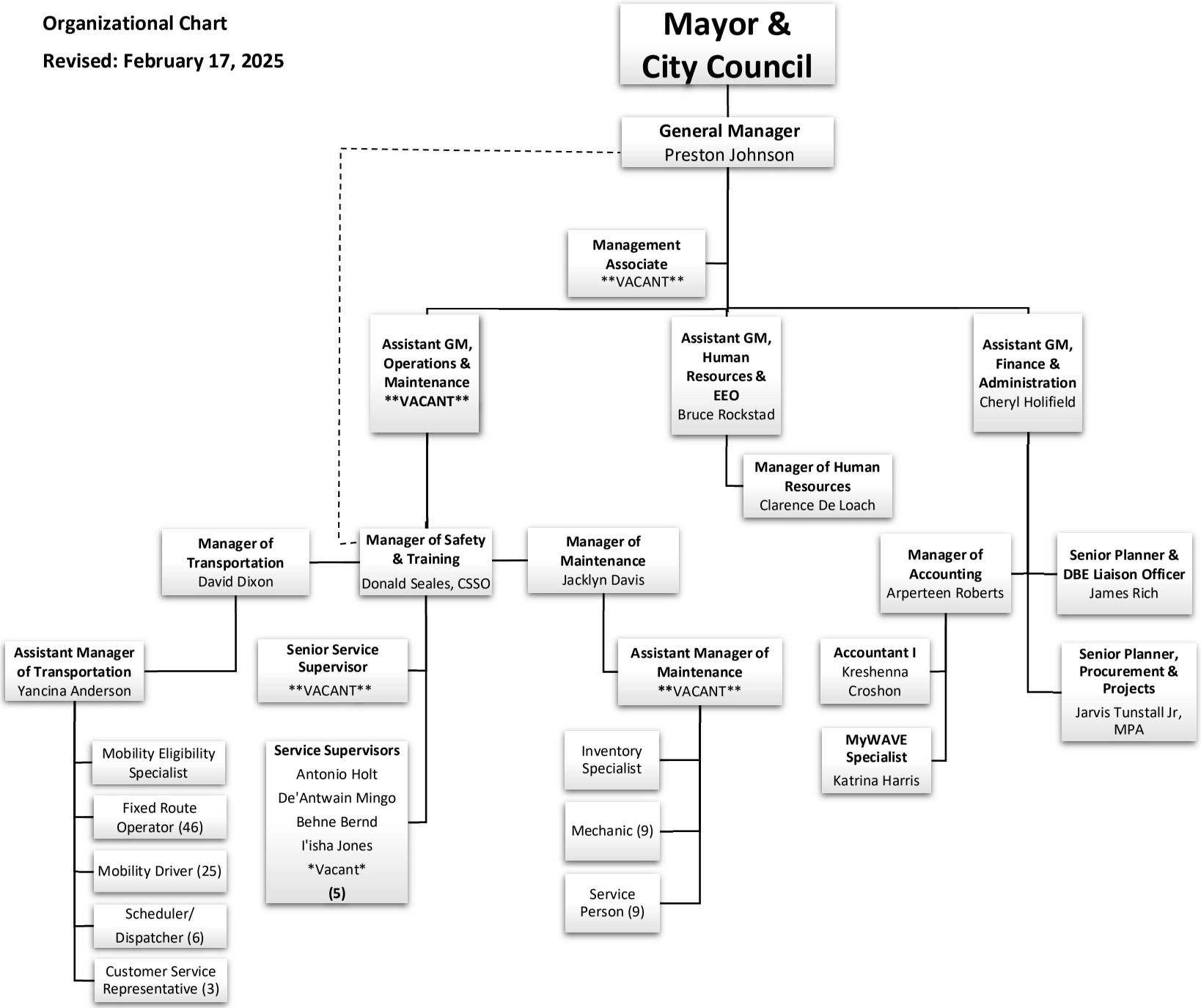
Through Routing - Linking two or more routes to establish an attractive pairing which serves customer's needs.

Transfer - A pass collected on the first bus traveled which allows a passenger to continue their trip in the same direction on another route. This allows persons to get as close to their destination as possible.

MOBILE, ALABAMA
TRANSIT SYSTEM

Organizational Chart

Revised: February 17, 2025



The WAVE TRANSIT SYSTEM

Ride the Wave

Non-Discrimination - Your Rights Under Title VI of The Civil Rights Act of 1964

The United States Department of Transportation (USDOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities.

Any person, who believes The Wave Transit System has violated his /her Title VI protections, should contact The Wave Transit System at 1224 W. I-65 Service Road, South, Mobile, Alabama 36609 or 251.344.6600, ext. 229.

The Wave has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to The Wave Transit System passengers upon request.

The Wave Transit System Title VI Policy, Complaint Procedures and LEP Plan shall be made available upon request by contacting The Wave Transit System at the above-noted information. For Federal Title VI information please contact the Federal Transit Administration (FTA), Office of Civil Rights, 1200 New Jersey Avenue SE, Washington, DC 20001 or 202-366-4043.

Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov

251-344-6600

www.thewavetransit.com

The WAVE TRANSIT SYSTEM

Ride the Wave

No-discriminar - Sus derechos bajo el título VI de la Ley de Derechos Civiles de 1964

el Departamento de Transporte de los Estados Unidos (USDOT) garantiza el pleno cumplimiento de las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 que prohíbe la discriminación contra cualquier persona por motivos de raza, color u origen nacional en las disposiciones de los beneficios y servicios derivados de los programas y actividades que reciben asistencia federal.

Cualquier persona que cree que el sistema de tránsito de onda ha violado su /su Título VI protecciones, debe ponerse en contacto con el sistema de tránsito de onda en 1224 W. I-65 Service Road, South, Mobile, Alabama 36609 o 251.344.6600, ext. 229.

La Ola también ha desarrollado una política para ayudar a las personas que tienen conocimientos limitados de inglés (LEP). Los servicios de traducción a fin de ayudar a los individuos LEP se pondrán a disposición de la onda del sistema de tránsito de pasajeros, previa solicitud.

El sistema de tránsito de onda Título VI política, procedimientos de denuncia y Plan de LEP serán puestos a disposición de quien lo solicite, poniéndose en contacto con el sistema de tránsito de la onda en la mencionada información. Para federal Título VI información, póngase en contacto con la Administración Federal de Tránsito (FTA), Oficina de Derechos Civiles, 1200 New Jersey Avenue SE, Washington, DC 20001 o202-366-4043.

Título VI información federal, incluyendo la presentación de quejas, también se puede acceder en el sitio web en: TLC www.fta.dot.gov

www.thewavetransit.com

251-344-6600

The Wave Transit System

City of Mobile
Parks & Recreation Department

Non-Discrimination-Your Rights Under Title VI of the Civil Rights Act of 1964

The United States Department of Transportation (USDOT) ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color or national origin in the provisions of benefits and services resulting from federally assisted programs and activities.

Any person, who believes the City of Mobile Parks and Recreation Department has violated his / her Title VI protections, should contact the Wave Transit System, which administers a Title VI Program on behalf of the City of Mobile, at 1224 W. I-65 Service Road, South, Mobile, Alabama 36609 or 251.344.6600, ext. 225.

The City of Mobile Parks and Recreation Department has also developed a policy to assist individuals who are Limited English Proficient (LEP). Translation services in order to assist LEP individuals shall be made available to City of Mobile Parks and Recreation Department passengers upon request.

The City of Mobile Parks and Recreation Department Title VI Policy, Complaint Procedures and LEP Plan are administered by The Wave Transit System and shall be made available upon request by contacting the Wave Transit System at the above-noted information.

For Federal Title VI information please contact the Federal Transit Administration (FTA) Office of Civil Rights, 1200 New Jersey Avenue SE, Washington DC 20001 or 202.366.4043. Federal Title VI information, including filing complaints, can also be accessed on the FTA web site at: www.fta.dot.gov.

251-344-6600

www.thewavetransit.com

TRANSIT SYSTEM

Ride the Wave

El sistema de tránsito de onda

La Ciudad de Mobile
Departamento de Parques y Recreación

No discriminación: sus derechos según el Título VI de la Ley de Derechos Civiles de 1964

El Departamento de Transporte de los Estados Unidos (USDOT) garantiza el pleno cumplimiento del Título VI de la Ley de Derechos Civiles de 1964 al prohibir la discriminación contra cualquier persona por motivos de raza, color u origen nacional en las disposiciones de beneficios y servicios que resultan de los programas con asistencia federal. y actividades.

Cualquier persona que crea que el Departamento de Parques y Recreación de la Ciudad de Mobile ha violado sus protecciones del Título VI, debe comunicarse con el Sistema de Tránsito de Wave, que administra un Programa del Título VI en nombre de la Ciudad de Mobile, en 1224 W. I-65 Service Road, South, Mobile, Alabama 36609 o 251.344.6600, ext. 225.

El Departamento de Recreación y Parques de la Ciudad de Mobile también ha desarrollado una política para ayudar a las personas con dominio limitado del inglés (LEP). Los servicios de traducción para ayudar a las personas con LEP se pondrán a disposición de los pasajeros del Departamento de Parques y Recreación de la Ciudad de Mobile que lo soliciten.

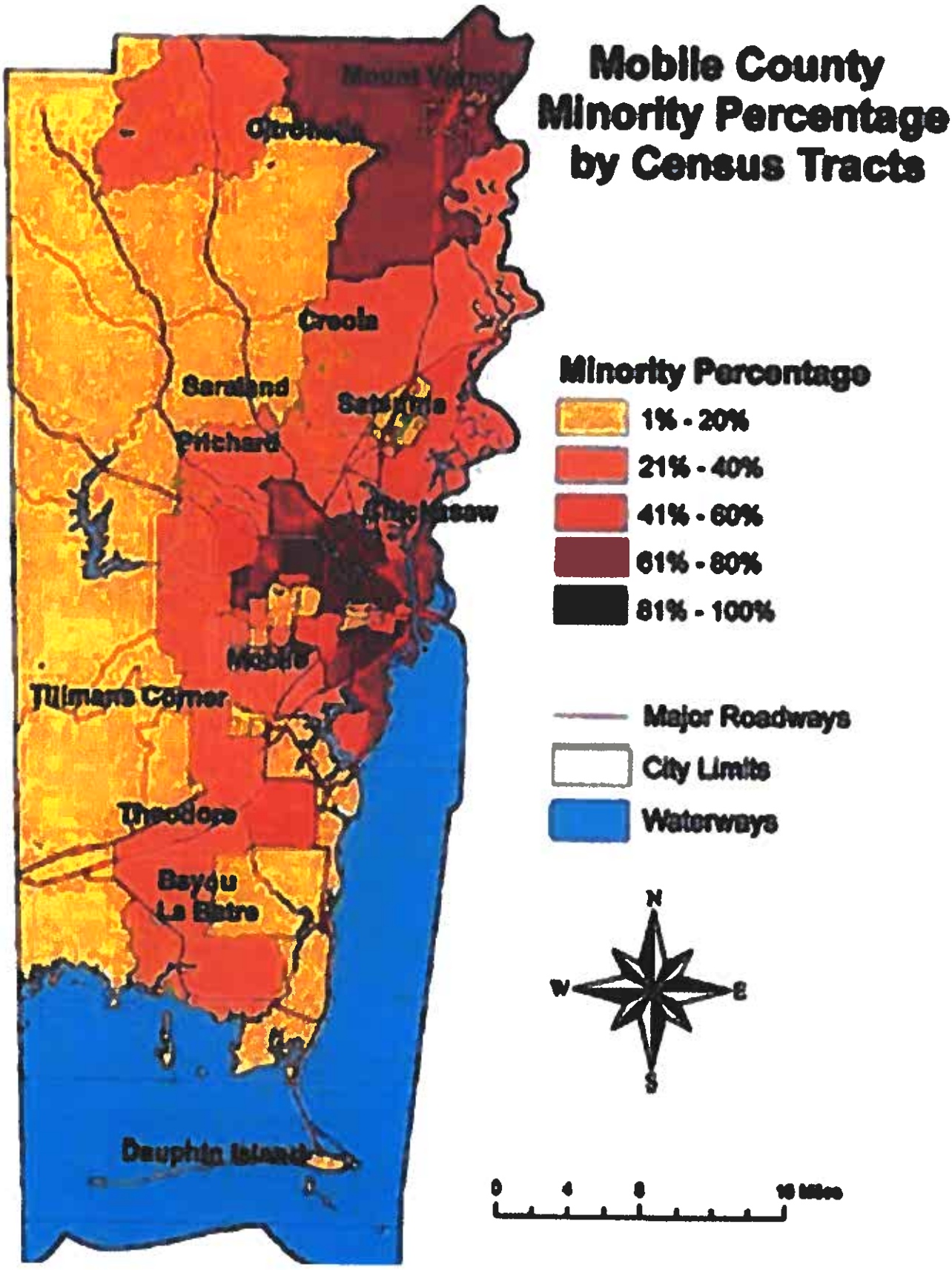
La Política del Título VI del Departamento de Parques y Recreación de la Ciudad de Mobile, los Procedimientos de Quejas y el Plan LEP son administrados por el Sistema de Tránsito de Wave y se pondrán a disposición a solicitud al comunicarse con el Sistema de Tránsito de Wave en la información mencionada anteriormente.

Para obtener información sobre el Título VI Federal, comuníquese con la Oficina de Derechos Civiles de la Administración Federal de Tránsito (FTA), 1200 New Jersey Avenue SE, Washington DC 20001 o 202.366.4043. También se puede acceder a la información del Título VI federal, incluida la presentación de quejas, en el sitio web de FTA en: www.fta.dot.gov.

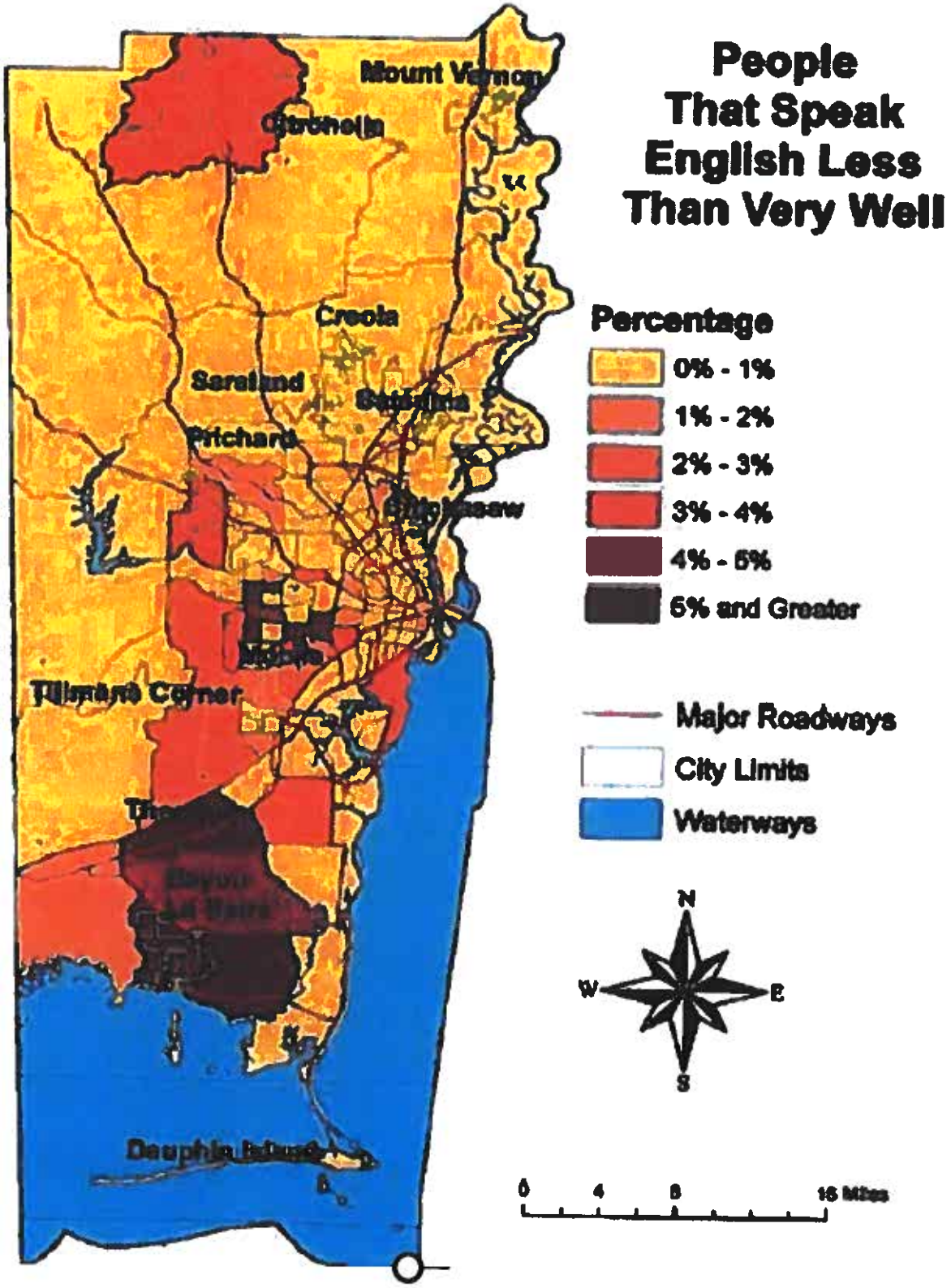
251-344-6600

www.thewavetransit.com

Wave Transit System Map



Source: 2020 American Community Survey



Source: 2020 American Community Survey

Means of Transportation to Work by Age

Note: The table shown may have been modified by user selections. Some information may be missing.	
DATA NOTES	
TABLE ID:	B08101
SURVEY/PROGRAM:	American Community Survey
VINTAGE:	2023
DATASET:	ACSDT5Y2023
PRODUCT:	ACS 5-Year Estimates Detailed Tables
UNIVERSE:	Workers 16 years and over
MLA:	U.S. Census Bureau, U.S. Department of Commerce. "Means of Transportation to Work by Age." American Community Survey, ACS 5-Year Estimates Detailed Tables, Table B08101, 2023, https://data.census.gov/table/ACSDT5Y2023.B08101?q=ACSDT5Y2023.B08101&g=160XX00US0150000,0162496,0176320. Accessed on January 7, 2025.
FTP URL:	None
API URL:	https://api.census.gov/data/2023/acs/acs5
USER SELECTIONS	
TABLES	ACSDT5Y2023.B08101
GEOS	Mobile city, Alabama; Tillmans Corner CDP, Alabama; Prichard city, Alabama
EXCLUDED COLUMNS	None
APPLIED FILTERS	None
APPLIED SORTS	None
PIVOT & GROUPING	
PIVOT COLUMNS	None
PIVOT MODE	Off
ROW GROUPS	None
VALUE COLUMNS	None
WEB ADDRESS	https://data.census.gov/table/ACSDT5Y2023.B08101?q=ACSDT5Y2023.B08101&g=160XX00US0150000,0162496,0176320

TABLE NOTES	
	Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, the decennial census is the official source of population totals for April 1st of each decennial year. In between censuses, the Census Bureau's Population Estimates Program produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units and the group quarters population for states and counties.
	Information about the American Community Survey (ACS) can be found on the ACS website. Supporting documentation including code lists, subject definitions, data accuracy, and statistical testing, and a full list of ACS tables and table shells (without estimates) can be found on the Technical Documentation section of the ACS website. Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.
	Source: U.S. Census Bureau, 2019-2023 American Community Survey 5-Year Estimates
	ACS data generally reflect the geographic boundaries of legal and statistical areas as of January 1 of the estimate year. For more information, see Geography Boundaries by Year.
	Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see ACS Technical Documentation). The effect of nonsampling error is not represented in these tables.

	Users must consider potential differences in geographic boundaries, questionnaire content or coding, or other methodological issues when comparing ACS data from different years. Statistically significant differences shown in ACS Comparison Profiles, or in data users' own analysis, may be the result of these differences and thus might not necessarily reflect changes to the social, economic, housing, or demographic characteristics being compared. For more information, see Comparing ACS Data.
	Workers include members of the Armed Forces and civilians who were at work last week.
	Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on 2020 Census data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.
	Explanation of Symbols:- The estimate could not be computed because there were an insufficient number of sample observations. For a ratio of medians estimate, one or both of the median estimates falls in the lowest interval or highest interval of an open-ended distribution. For a 5-year median estimate, the margin of error associated with a median was larger than the median itself.N The estimate or margin of error cannot be displayed because there were an insufficient number of sample cases in the selected geographic area. (X) The estimate or margin of error is not applicable or not available.median- The median falls in the lowest interval of an open-ended distribution (for example "2,500-")median+ The median falls in the highest interval of an open-ended distribution (for example "250,000+").** The margin of error could not be computed because there were an insufficient number of sample observations.*** The margin of error could not be computed because the median falls in the lowest interval or highest interval of an open-ended distribution.***** A margin of error is not appropriate because the corresponding estimate is controlled to an independent population or housing estimate. Effectively, the corresponding estimate has no sampling error and the margin of error may be treated as zero.
COLUMN NOTES	None

Mobile City, AL

Label	Estimate	Margin of Error
Total:	85,927	±3,673
16 to 19 years	2,158	±642
20 to 24 years	10,672	±1,812
25 to 44 years	39,200	±2,622
45 to 54 years	15,099	±1,903
55 to 59 years	5,715	±1,350
60 to 64 years	6,839	±1,450
65 years and over	6,244	±1,269
Car, truck, or van - drove alone:	66,127	±4,076
16 to 19 years	1,522	±542
20 to 24 years	7,802	±1,623
25 to 44 years	30,433	±2,725
45 to 54 years	11,332	±1,715
55 to 59 years	4,470	±1,221
60 to 64 years	5,489	±1,207
65 years and over	5,079	±1,057
Car, truck, or van - carpooled:	6,857	±1,748
16 to 19 years	85	±143
20 to 24 years	1,529	±941
25 to 44 years	2,702	±990
45 to 54 years	1,271	±733
55 to 59 years	612	±389
60 to 64 years	339	±339
65 years and over	319	±231
Public transportation (excluding taxicab):	635	±400
16 to 19 years	0	±210
20 to 24 years	0	±210
25 to 44 years	262	±258
45 to 54 years	248	±369
55 to 59 years	0	±210
60 to 64 years	52	±87
65 years and over	73	±89
Walked:	1,392	±556
16 to 19 years	380	±285
20 to 24 years	347	±244
25 to 44 years	351	±295
45 to 54 years	129	±131
55 to 59 years	65	±73
60 to 64 years	120	±161
65 years and over	0	±210

Taxicab, motorcycle, bicycle, or other means:	938	±509
16 to 19 years	0	±210
20 to 24 years	102	±119
25 to 44 years	458	±436
45 to 54 years	49	±83
55 to 59 years	146	±142
60 to 64 years	0	±210
65 years and over	183	±197
Worked from home	9,978	±1,923
16 to 19 years	171	±167
20 to 24 years	892	±536
25 to 44 years	4,994	±1,524
45 to 54 years	2,070	±796
55 to 59 years	422	±400
60 to 64 years	839	±495
65 years and over	590	±388

Prichard, AL

Label	Estimate	Margin of Error
Total:	5,921	±555
16 to 19 years	158	±97
20 to 24 years	402	±158
25 to 44 years	3,210	±391
45 to 54 years	809	±195
55 to 59 years	606	±208
60 to 64 years	444	±171
65 years and over	292	±106
Car, truck, or van - drove alone:	5,104	±504
16 to 19 years	109	±86
20 to 24 years	263	±135
25 to 44 years	2,918	±414
45 to 54 years	654	±172
55 to 59 years	560	±199
60 to 64 years	324	±127
65 years and over	276	±106
Car, truck, or van - carpooled:	341	±142
16 to 19 years	49	±39
20 to 24 years	36	±52
25 to 44 years	112	±77
45 to 54 years	55	±43
55 to 59 years	0	±21
60 to 64 years	82	±101

65 years and over	7	±11
Public transportation (excluding taxicab):	73	±56
16 to 19 years	0	±21
20 to 24 years	12	±18
25 to 44 years	17	±20
45 to 54 years	42	±48
55 to 59 years	0	±21
60 to 64 years	2	±6
65 years and over	0	±21
Walked:	130	±89
16 to 19 years	0	±21
20 to 24 years	48	±59
25 to 44 years	21	±29
45 to 54 years	33	±29
55 to 59 years	19	±28
60 to 64 years	0	±21
65 years and over	9	±10
Taxicab, motorcycle, bicycle, or other means:	7	±12
16 to 19 years	0	±21
20 to 24 years	0	±21
25 to 44 years	0	±21
45 to 54 years	0	±21
55 to 59 years	7	±12
60 to 64 years	0	±21
65 years and over	0	±21
Worked from home	266	±117
16 to 19 years	0	±21
20 to 24 years	43	±56
25 to 44 years	142	±98
45 to 54 years	25	±32
55 to 59 years	20	±26
60 to 64 years	36	±39
65 years and over	0	±21

Tillmans Corner, AL

Label	Estimate	Margin of Error
Total:	6,932	±708
16 to 19 years	80	±65
20 to 24 years	980	±356
25 to 44 years	3,395	±480
45 to 54 years	1,146	±288
55 to 59 years	482	±158

60 to 64 years	465	±135
65 years and over	384	±131
Car, truck, or van - drove alone:	5,649	±680
16 to 19 years	80	±65
20 to 24 years	773	±338
25 to 44 years	2,714	±417
45 to 54 years	959	±267
55 to 59 years	402	±130
60 to 64 years	416	±122
65 years and over	305	±124
Car, truck, or van - carpooled:	797	±265
16 to 19 years	0	±21
20 to 24 years	157	±120
25 to 44 years	527	±186
45 to 54 years	60	±63
55 to 59 years	42	±51
60 to 64 years	11	±19
65 years and over	0	±21
Public transportation (excluding taxicab):	0	±21
16 to 19 years	0	±21
20 to 24 years	0	±21
25 to 44 years	0	±21
45 to 54 years	0	±21
55 to 59 years	0	±21
60 to 64 years	0	±21
65 years and over	0	±21
Walked:	61	±58
16 to 19 years	0	±21
20 to 24 years	0	±21
25 to 44 years	0	±21
45 to 54 years	0	±21
55 to 59 years	0	±21
60 to 64 years	7	±12
65 years and over	54	±56
Taxicab, motorcycle, bicycle, or other means:	70	±67
16 to 19 years	0	±21
20 to 24 years	0	±21
25 to 44 years	17	±31
45 to 54 years	53	±59
55 to 59 years	0	±21
60 to 64 years	0	±21
65 years and over	0	±21
Worked from home	355	±130

Table: ACSDT5Y2023.808101

16 to 19 years	0	±21
20 to 24 years	50	±52
25 to 44 years	137	±107
45 to 54 years	74	±52
55 to 59 years	38	±60
60 to 64 years	31	±37
65 years and over	25	±30

In observance of Martin Luther King, Jr. Day

The Wave Transit System

Will NOT operate bus service on Monday, January 17, 2022.

Offices at the GM&O Building and I-65 (Beltline) will be closed.

The Wave Transit System will resume normal service and operation on Tuesday, January 17, 2022.

For more information Call 251-344-6600 or visit www.thewavetransit.com

Thank You For Riding The Wave!

En conmemoración del Día de Martin Luther King, Jr. El Sistema de Tránsito Wave NO operará el servicio de autobuses el lunes 17 de enero de 2022.

Las oficinas en el Edificio GM&O y en I-65 (Beltline) estarán cerradas.

El Sistema de Tránsito Wave reanudará el servicio y las operaciones normales el martes 18 de enero de 2022.

Para más información llame al 251-344-6600 o visite www.thewavetransit.com

¡Gracias por viajar con The Wave!

In Observance of the 2022 Memorial Day Holiday

On Monday, May 30, 2022, **The Wave Transit System** will operate regular bus service. The Customer Service office at the GM&O Transportation Center and the Beltline office will be open. All administrative office will be Closed.

For additional information, please call 251-344-6600, visit us on facebook or visit the website at **www.thewavetransit.com**

Thank You for "Riding The Wave!"

En Conmemoración del Día de los Caídos 2022

El lunes, 30 de mayo de 2022, **el Sistema de Tránsito** Wave operará el servicio regular de autobuses. La oficina de Servicio al Cliente en el Centro de Transporte GM&O y la oficina de Beltline estarán abiertas. Todas las oficinas administrativas estarán cerradas.

Para obtener información adicional, por favor llame al 251-344-6600, visítenos en Facebook o en el sitio web en www.thewavetransit.com.

¡Gracias por "viajar con The Wave!"

The WAVE TRANSIT SYSTEM

In Observance of

Independence Day

The Wave Transit System will not operate bus service on

Monday, July 4, 2022

All routes will resume their regular schedules on

Tuesday, July 5, 2022

For additional information:

Call: 251-344-6600

Visit: **www.thewavetransit.com**

Thank You for "Riding The Wave!"

4th of July

The WAVE TRANSIT SYSTEM

En observancia del

Día de la Independencia

El sistema de transporte Wave no operará el servicio de autobuses el

lunes 4 de julio de 2022.

Todas las rutas reanudarán sus horarios regulares el martes 5 de julio de 2022.

Para más información:
Llámenos al: 251-344-6600
Visite: **www.thewavetransit.com**

¡Gracias por "Viajar con The Wave"!

In Observance of Labor Day

The Wave Transit System will not operate bus service on

Monday, September 5, 2022

Offices at GM&O Transportation Center, 110 Beauregard Street and the Beltline, 1224 West I-65 Service Road, South will also be Closed.

All routes will resume their regular schedules on

Tuesday, September 6, 2022

For additional information:

Call: 251-344-6600

Visit: **www.thewavetransit.com**

Thank You for "Riding The Wave!"

En observancia del Día del Trabajo

El sistema de transporte Wave no operará el servicio de autobuses el

lunes 5 de septiembre de 2022.

Las oficinas en el **Centro de Transporte GM&O**, 110 Beauregard Street, y en **Beltline**, 1224 West I-65 Service Road, South, también permanecerán cerradas.

Todas las rutas reanudarán sus horarios regulares el

martes 6 de septiembre de 2022.

Para más información:

Llámenos al: 251-344-6600

Visite: **www.thewavetransit.com**

¡Gracias por "Viajar con The Wave"!

In observance of Martin Luther King, Jr. Day

The Wave Transit System

Will NOT operate bus service on Monday, January 16, 2023.

Offices at the GM&O Building and I-65 (Beltline) will be closed.

The Wave Transit System will resume normal service and operation on Tuesday, January 17, 2023.

For more information Call 251-344-6600 or visit www.thewavetransit.com

Thank You For Riding The Wave!

En conmemoración del Día de Martin Luther King, Jr. El Sistema de Tránsito Wave NO operará el servicio de autobuses el lunes 16 de enero de 2023.

Las oficinas en el Edificio GM&O y en I-65 (Beltline) estarán cerradas.

El Sistema de Tránsito Wave reanudará el servicio y las operaciones normales el martes 17 de enero de 2023.

Para más información llame al 251-344-6600 o visite www.thewavetransit.com

¡Gracias por viajar con The Wave!

Mardi Gras Bus Schedule

Monday, February 20, 2023

The Wave Transit System will run a reduced bus service operating a Saturday bus schedule. The Customer Service Office at the GM&O building will be closed.

Tuesday, February 21, 2023

The Wave Transit System will be closed and will not operate bus service. Regular bus service will resume on Wednesday, February 23, 2022. Call 251-344-6600 for more information, or visit us at www.thewavetransit.com.

Thank you for Riding The Wave!

Horario de Autobuses de Mardi Gras

Lunes, 20 de febrero de 2023

El Sistema de Tránsito Wave operará un servicio de autobuses reducido con un horario de autobuses de sábado. La Oficina de Servicio al Cliente en el edificio GM&O estará cerrada.

Martes, 21 de febrero de 2023

El Sistema de Tránsito Wave estará cerrado y no operará el servicio de autobuses. El servicio regular de autobuses se reanudará el miércoles, 23 de febrero de 2022. Llame al 251-344-6600 para más información, o visítenos en www.thewavetransit.com.

¡Gracias por viajar con The Wave!

MEMORIAL DAY

In Observance of the 2023 Memorial Day Holiday

On Monday, May 29, 2023, **The Wave Transit System** will operate regular bus service. The Customer Service office at the GM&O Transportation Center and the Beltline office will be open. All administrative office will be Closed.

For additional information, please call 251-344-6600, visit us on facebook or visit the website at **www.thewavetransit.com**

Thank You for "Riding The Wave!"

MEMORIAL DAY

En Conmemoración del Día de los Caídos 2023

El lunes, 29 de mayo de 2023, **el Sistema de Tránsito** Wave operará el servicio regular de autobuses. La oficina de Servicio al Cliente en el Centro de Transporte GM&O y la oficina de Beltline estarán abiertas. Todas las oficinas administrativas estarán cerradas.

Para obtener información adicional, por favor llame al 251-344-6600, visítenos en Facebook o en el sitio web en www.thewavetransit.com.

¡Gracias por "viajar con The Wave!"

The WAVE TRANSIT SYSTEM

In Observance of

Independence Day

The Wave Transit System will not operate bus service on

Tuesday, July 4, 2023

All routes will resume their regular schedules on

Wednesday, July 5, 2023

For additional information:

Call: 251-344-6600

Visit: **www.thewavetransit.com**

Thank You for "Riding The Wave!"

The WAVE TRANSIT SYSTEM

En observancia del

Día de la Independencia

El sistema de transporte Wave no operará el servicio de autobuses el

martes 4 de julio de 2023.

Todas las rutas reanudarán sus horarios regulares el miércoles 5 de julio de 2023.

Para más información:
Llámenos al: 251-344-6600
Visite: **www.thewavetransit.com**

¡Gracias por "Viajar con The Wave"!

June 05, 2024
Mobile Advisory Commission on the Disabled Meeting Minutes
In Attendance: Dr. Eric Peebles-Chair Addie Ray-Secretary,
Carolyn Greene-Member, David Dixon-Wave Transit, Danielle Miller-Passage USA, Jennie Still, ILC Director

- Meeting was called to order
- Minutes from the April and May meetings were ap with no corrections
- A motion was made, discussed, and carried to keep the July meeting on July 3rd as none of the Commission Members indicated having travel plans for Independence Day
- Wave Transit report was given
- A round table discussion was held regarding current events within members' jobs/departments during which the efforts of the City to increase small business involvement in city projects and the need and opportunities for the disability community to be involved in those efforts was discussed. Addie mentioned steps she was taking in that area with her business.
- Jennie Still announced that this month would be her last Commission meeting as she has plans to travel with her husband
- The meeting was adjourned with the next meeting having been pre-scheduled for July 03, 2024

April 18 (make up for April 03), 2024
Mobile Advisory Commission on the Disabled Meeting Minutes
In Attendance: Dr. Eric Peebles-Chair Addie Ray-Secretary,DeQuel Robinson-Member, Carolyn Greene-Member, Jacklyn Davis, David Dixon-Wave Transit, Danielle Miller-Passage USA

- Meeting was called to order
- Minutes from the February and March meetings were approved without corrections
- Wave Transit report was given
- Sister Lucindia Claghorn's retirement from the Commission was announced and it was agreed that a card signed by the Commission should be sent
- A round table discussion was held regarding current events within members' jobs/departments which included Carolyn Greene reporting the initial results of the address she made to the City Council and Danielle Miller reporting on the April 09 Passage USA event, and a motion being made and tabled to meet in person once a quarter while holding the remaining meetings virtually for the purposes of increased accessibility
- The meeting was adjourned with the next meeting having been pre-scheduled for May 01, 2024

May 01, 2024
Mobile Advisory Commission on the Disabled Meeting Minutes
In Attendance: Dr. Eric Peebles-Chair Addie Ray-Secretary,
Carolyn Greene-Member, David Dixon-Wave Transit, Danielle Miller-Passage USA, Jennie Still, Civitan Representatives

- Meeting was called to order
- Minutes from the April meeting could not be reviewed due to technical difficulties
- Wave Transit report was given
- A card was passed around and signed in commemoration of Sister Lucindia Claghorn's retirement from the Commission and given to the Secretary to deliver
- Civitan Representatives gave a short speech regarding Civitan's local history and pamphlets were provided
- A round table discussion was held regarding current events within members' jobs/departments
- The meeting was adjourned with the next meeting having been pre-scheduled for June 05, 2024

July 03, 2024
Mobile Advisory Commission on the Disabled Meeting Minutes
In Attendance: Dr. Eric Peebles-Chair Addie Ray-Secretary,
Carolyn Greene-Member, David Dixon-Wave Transit, Don Rose-City of Mobile

- Meeting was called to order
- Minutes from the June meeting were tabled due to lack of quorum
- Wave Transit report was given
- A round table discussion was held regarding current events within members' jobs/departments
- A discussion was had and a discussion made to have the annual ADA signing commemoration during the July 30, 2024 City Council meeting
- The meeting was adjourned with the next meeting having been pre-scheduled for August 07, 2024

August 07, 2024
Mobile Advisory Commission on the Disabled Meeting Minutes
In Attendance: Dr. Eric Peebles-Chair Addie Ray-Secretary,
Carolyn Greene-Member, David Dixon-Wave Transit, Don Rose-City of Mobile,
Danielle Miller-Passage USA, Representatives from Wheel Care

- Meeting was called to order
- Minutes from the June and July meetings were tabled due to lack of quorum
- Wave Transit report was given
- A round table discussion was held regarding current events within members' jobs/departments during which it was suggested that Danielle Miller should apply for Addie's seat as this meeting will be her last
- A presentation was given regarding Wheel Care's services
- The meeting was adjourned with the next meeting having been pre-scheduled for September 11, 2024

CAPITAL CONTRACT SUMMARY SHEET

AGENDA ITEM SUMMARY SHEET

Agenda of: April 1, 2025

Submitted by:

Sponsored by:

Purpose and Scope of Project:

Amount of Contract:

Funding Source

ATTACHMENTS:

1. Resolution. Wave Title PTASPv4_
2. PTASP-Wave Transit-V4
3. PTASP V4 Approval

REVIEWERS:

Lana Gauthier
Lana Gauthier

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Public Transportation Agency Safety Plan Version 4 for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized and directed, respectively, to accept and adopt the said Plan, attached hereto and incorporated herein.

ADOPTED:

_____

CITY CLERK

The Wave Transit System

Public Transportation Agency Safety Plan

Version 4

Revised 12/12/2024

In compliance with 49 CFR Part 673

Developed by the

Alabama Department of Transportation

in conjunction with

The University of Alabama at Huntsville

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1 EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity for FTA to assist transit agencies in moving towards a more holistic, performance-based approach in Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016 that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

There are several components of the National Safety Program including the National Public Transportation Safety Plan (NSP) that FTA published to provide guidance on managing safety risks and safety hazards. One component is the Transit Asset Management (TAM) Plan, which was developed and implemented across the industry in 2018. The Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA are the subject of this document.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. All levels of management, administration and operations are responsible for the safety of their clientele and themselves. To improve public transportation safety to the highest practicable level in the State of Alabama and comply with FTA requirements, the Alabama Department of Transportation (ALDOT) has developed this Agency Safety Plan (ASP) in collaboration with the City of Mobile (the City) and The Wave Transit System (The Wave).

To ensure that the necessary processes are in place to both enhance safety at the local level and contribute to the goals of the NSP, the City and The Wave adopt this ASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP). While safety has always been a primary function at The Wave, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule.

A Plan Adoption – 673.11(a)(1)

Preston Johnson, General Manager Date
(ACCOUNTABLE EXECUTIVE SIGNATURE)

Since the Wave Transit System is an enterprise of the City of Mobile, the main governing body is the City of Mobile City Council. Approval of this plan by the Mobile City Council occurred on July 15, 2020 and is documented in Resolution from the City Council Meeting found in Appendix B.

B Certification of Compliance – 673.13(a)(b)

ALDOT certifies on 7/20/2020 that this Agency Safety Plan is in full compliance with 49 CFR Part 673 and has been adopted by the Mobile Metropolitan Planning Organization (MPO) and will be implemented by the City and The Wave Transit System as evidenced under Section 1A of this plan.

2 TRANSIT AGENCY INFORMATION – 673.23(D)

The goal of The Wave is to provide adequate, safe and efficient transportation services to the general public, including those with special needs, at a low cost. This includes services for the disabled community, senior citizens, commuters, individuals with limited transportation and the general public. The Wave will seek to meet all needs of the transit community, recognizing financial and physical capacity constraints, and yet work within the guidelines of the FTA.

No additional transit service is provided by The Wave on behalf of another transit agency or entity at the time of the development of this plan.

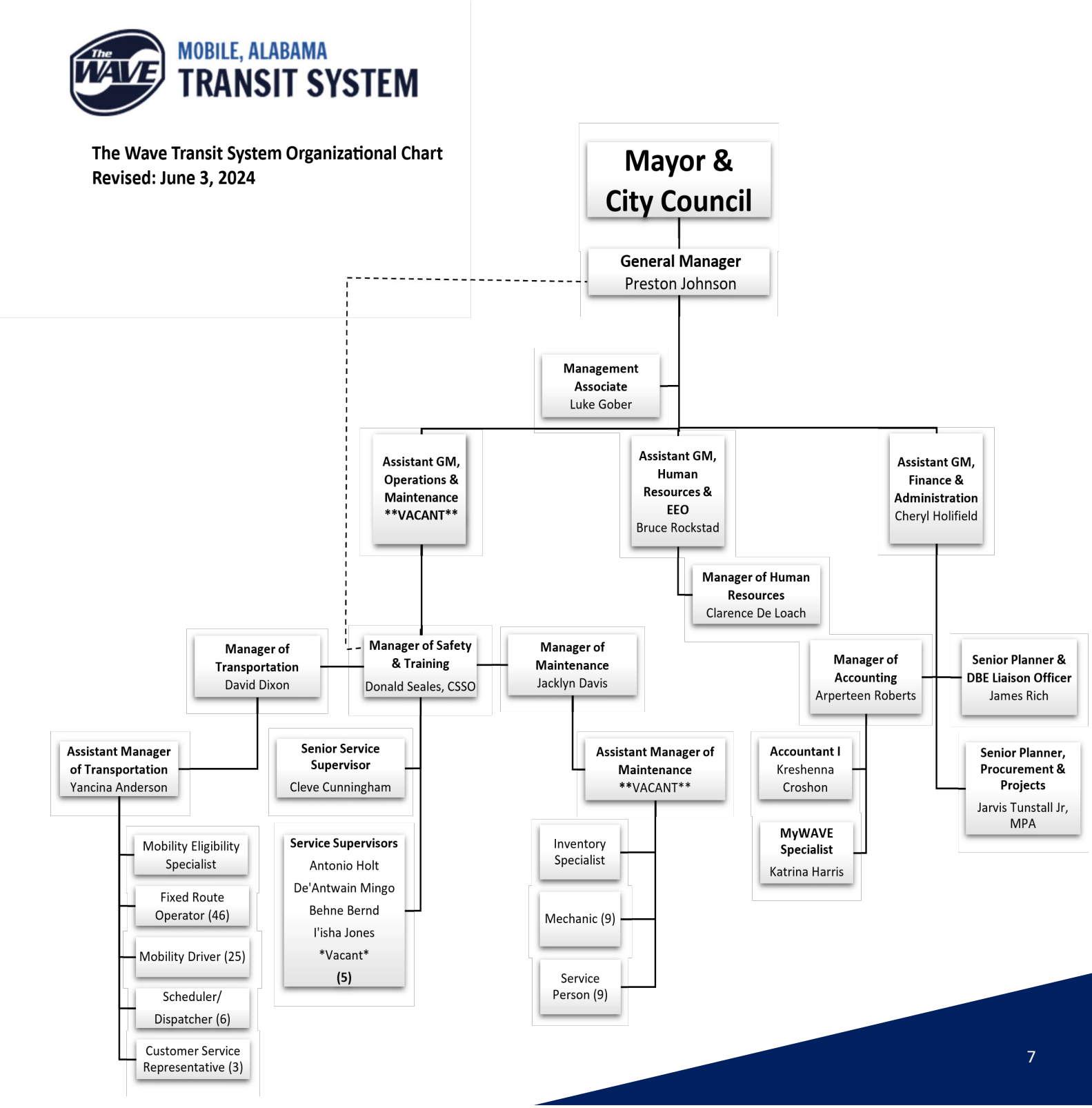
Table 1 contains agency information, while an organizational chart for The Wave is provided in

.

Table 1: Agency Information

Information Type	Information
Full Transit Agency Name	Transit Management of Mobile D/b/a The Wave Transit System
Transit Agency Address	1224 West I-65 Service Road South Mobile, AL 36609
Name and Title of Accountable Executive 673.23(d)(1)	Preston Johnson, General Manager
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Donald Seales, Manager of Safety & Training
KEY STAFF	Jarvis Tunstal, Senior Planner, Procurement & Projects
Mode(s) of Service Covered by This Plan 673.11(b)	Fixed Route,Paratransit and Demand Response
List All FTA Funding Types (e.g., 5307, 5310, 5311)	5307 and 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	N/A
Number of Vehicles Operated	50 out of 53 in maximum service

Figure 1: The Wave Organizational Chart



A Authorities & Responsibilities – 673.23(d)

As stated in 49 CFR Part 673.23(d), The Wave is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS. In general, the following defines the authority and responsibilities associated with our organization.

The **Accountable Executive** has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP (in accordance with 49 U.S.C. 5329(d)), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in The Wave's SMS per 673.23(d)(1).

Agency leadership and executive management include members of our agency leadership or executive management, other than the Accountable Executive, Chief Safety Officer (CSO), or SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of The Wave's SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Front line employees perform the daily tasks and activities where hazards can be readily identified so the hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through the employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins.

In additional, over the next year, The Wave will be reviewing and modifying, if necessary, our current job descriptions to ensure the descriptions comply with 49 CFR Part 673.

3 SAFETY POLICIES AND PROCEDURES

A Policy Statement – 673.23(a)

The Wave recognizes that the management of safety is a core value of our business. The management team at The Wave will embrace the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure the safety of our employees, customers, and the general public. All levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees.

The Wave is committed to:

- Communicating the purpose and benefits of the SMS to all staff, managers, supervisors, and employees. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Providing appropriate management involvement and the necessary resources to establish an effective reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identifying hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensuring that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establishing Safety Performance Targets (SPT) that are realistic, measurable, and data driven.
- Continually improving our safety performance through management processes that ensure appropriate safety management action is taken and is effective.

I Employee Safety Reporting Program – 673.23(b)

Frontline employees are a significant source of safety data. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting System (ESRP) is a major tenet of the PTASP Rule. Agencies must establish and implement a process that allows employees to report safety conditions to senior management, protections for employees who report safety conditions to senior management, and a description of employee behaviors that may result in disciplinary action.

The Wave has a *Grievances and Grievance Procedures* (Appendix A, Table 8 shows the document name, file name, and date of adoption) that is specific to disputes between employees and the agency, but not specific to reporting safety conditions or general complaints. This policy requires that employees bring any information that warrants investigation to their immediate supervisor in writing within fifteen (15) days of the date of the grieved matter. The supervisor will

then relay the information to the proper person for further evaluation. The matter must come to a resolution within five days.

With regards to customer complaints, The Wave has a *Complaints/Compliments Procedures* (Appendix A, Table 8 shows the document name, file name, and date of adoption) that allows customers to submit complaints/compliments directly to Customer Service Representatives during business hours, or through an online form outside of these hours.

Over the next year, The Wave will review and modify, if necessary, our employee reporting procedure to ensure that the procedure complies with 49 CFR Part 673.

In general, The Wave's ESRP will ensure that all employees are encouraged to report safety conditions to senior management or their direct supervisor for elevation to senior management. The policy will include any contract employees. The policy will also spell out what protections are afforded employees who report safety related conditions and will describe employee behaviors that are not covered by those protections. The policy will also develop a methodology for anonymously reporting safety related issues. In addition, the policy will elaborate on how safety conditions that are reported will be reported back to the originator – either to the individual or groups of individuals or the organization dependent on the nature of the condition – or, if necessary, agency wide.

To bolster the information received from frontline employees, The Wave will also review our current policy for how our agency receives information and safety related data from employees and customers. If necessary, The Wave will develop additional means for receiving, investigating and reporting the results from investigations back to the initiator(s) – either to the person, groups of persons, or distribute agency wide to ensure that future reporting is encouraged.

II Communicating the Policy Throughout the Agency – 673.23(c)

The Wave is committed to ensuring the safety of our clientele, personnel and operations. Part of that commitment is developing an SMS and agencywide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agencywide safety culture is communicating our SMP throughout the agency.

The SMP and safety objectives will be at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the on-boarding material for all new employees. In addition, the policy statement will become part of our mandatory quarterly safety meetings and other safety communications efforts. The policy will be signed by the Accountable Executive so that all employees know that the policy is supported by management.

B PTASP Development – 673.11(d)

This PTASP has been developed by ALDOT, on behalf of the City and The Wave in accordance with all requirements stated in 49 CFR Part 673 applicable to a small public transportation provider. ALDOT mailed a formal call for participation in a State sponsored PTASP development process to all Alabama Section 5307 small bus transit agencies on **January 15, 2019** and followed that call with a series of phone calls and additional correspondence. The Wave provided a letter to ALDOT opting into participation on **January 29, 2019** and has been an active participant in the development of this plan through sharing existing documentation and participating in communication and coordination throughout the

development of this plan. The Wave documentation used in the development of this plan is presented in Table 8, in Appendix A.

In support of tracking performance on our SA and SP processes, The Wave conducts a yearly safety culture survey. The survey is intended to help The Wave assess how well we communicate safety and safety performance information throughout our organization by gauging how safety is perceived and embraced by The Wave's administrators, supervisors, staff and contractors. The survey is designed to help us assess how well we are conveying information on hazards and safety risks relevant to employees' roles and responsibilities and informing employees of safety actions taken in response to reports submitted through our ESRP. Results from our most recent survey were analyzed and incorporated into the implementation strategies contained in this ASP.

Once the documents were reviewed, an on-site interview was conducted with The Wave to gain a better understanding of the agency. This understanding was necessary to ensure that the ASP was developed to fit The Wave's size, operational characteristics, and capabilities.

The draft ASP was delivered to The Wave in late January 2020 for review and comment. Once review was completed and any adjustments made, the final version was delivered to The Wave for review and adoption.

C PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of The Wave's ongoing commitment to fully implementing SMS and engaging our employees in developing a robust safety culture, The Wave will review the ASP and all supporting documentation annually. The review will be conducted as a precursor to certifying to FTA that the ASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification will be accomplished through The Wave's annual Certifications and Assurances reporting to FTA.

The annual review will include the ASP and supporting documents (Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes utilized to manage safety at The Wave. All changes will be noted (as discussed below) and the Accountable Executive will sign and date the title page of this document and provide documentation of approval by the City and Mobile Metropolitan Planning Organization (MPO), whether by signature or by reference to resolution.

The annual ASP review will follow the update activities and schedule provided below in

Table 2. As processes are changed to fully implement SMS or new processes are developed, The Wave will track those changes for use in the annual review.

Table 2: ASP Annual Update Timeline

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations								
Review SMS Documentation *Safety Policy;* *Risk Management;* *Safety Assurance; and* *Safety Promotion*.								
Review Previous Targets and set or Continue Targets								
Report Targets to NTD, ALDOT, Mobile MPO								
Make any necessary adjustments to PTASP								
Update Version No., Adopt & Certify Plan Compliance								

The following table, Table 3, will be used to record final changes made to the ASP during the annual update. This will be a permanent record of the changes to the ASP over time.

Table 3: ASP Record of Changes

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name	Date of Change
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text
Header	Text	Text	Text	Text

The implementation of SMS is an ongoing and iterative process, and as such, this PTASP is a working document. A clear record of changes and adjustments is kept for the benefit of safety plan performance management and to comply with Federal statutes.

D PTASP Maintenance – 673.11(a)(2); (c)

The Wave will follow the annual review process outlined above and adjust this ASP as necessary to accurately reflect current implementation status. This plan will document the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and will make necessary updates to this ASP as The Wave continues to develop and refine our SMS implementation.

E PTASP Documentation and Recordkeeping – 673.31

At all times, The Wave will maintain documents that set forth our ASP, including those related to the implementation of The Wave's SMS, and results from SMS processes and activities. The Wave will also maintain documents that are included in whole, or by reference, that describe the programs, policies, and procedures that the agency uses to carry out our ASP and all iterations of those documents. These documents will be made available upon request to the FTA, other Federal entity, or ALDOT. The Wave will maintain these documents for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list will be kept current as a part of the annual ASP review and update.

F Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires all public transportation providers that must develop an ASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the National Transit Database (NTD). The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (state of good repair as developed and tracked in the TAM Plan).

There are seven (7) SPTs that must be included in each ASP that are based on the four (4) performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). Each of the seven (7) are required to be reported by mode as shown in Table 4.

Table 4: NSP Safety Performance Measures

Safety Performance Measure	SPT	SPT
Fatalities	Total Number Reported	Rate Per Total VRM
Injuries	Total Number Reported	Rate Per Total VRM
Safety Events	Total Number Reported	Rate Per Total VRM
System Reliability	Mean distance between major mechanical failure	

Table 5 presents baseline numbers for each of the performance measures. The Wave collected the past five (5) years of reported data to develop the averages listed in the table.

Table 5: Baseline 2022 Safety Performance Measures

Mode	Fatalities	Rate of Fatalities*	Injuries	Rate of Injuries*	Safety Events	Rate of Safety Events*	Mean Distance Between Major Mechanical Failure
Fixed Route (Bus)	0	0.00000%	0	0.000000%	0	0.000000%	19,688
Demand Response	0	0.00000%	0	0.000000%	0	0.000000%	23,917

**rate = total number for the year/total revenue vehicle miles traveled*

While safety has always been a major component of The Wave's operations, the adoption of this ASP will result in a number of changes across all aspects of the organization. The SPTs set in Table 6 and table7 reflect an acknowledgement that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. We set our targets at the current NTD reported five-year average as we begin the process of fully implementing our SMS and developing our targeted safety improvements. This will ensure that we do no worse than our baseline performance over the last five years.

Table 6: Fixed Route (Bus) Safety Performance Targets

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0.00000%	0.00000%
Injuries	0	0
Rate of Injuries*	0.00000%	0.00000%
Safety Events	0	0
Rate of Safety Events*	0.00000%	0.00000%
Mean Distance Between Major Mechanical Failure	19,688	19,688

**rate = total number for the year/total revenue vehicle miles traveled*

Table 7: Demand Response Safety Performance Targets

Mode	Baseline	Target
Fatalities	0	0
Rate of Fatalities*	0.00000%	0.00000%
Injuries	0	0
Rate of Injuries*	0.00000%	0.00000%
Safety Events	0	0
Rate of Safety Events*	0.00000%	0.00000%
Mean Distance Between Major Mechanical Failure	23,917	23,917

**rate = total number for the year/total revenue vehicle miles traveled*

As part of the annual review of the ASP, The Wave will reevaluate our SPTs and determine if they need to be refined. As more data is collected as part of the SRM process discussed later in this plan, The Wave may begin developing safety performance indicators to help inform management on safety related investments.

G Safety Performance Target Coordination – 673.15(a)(b)

The Wave will make our SPTs available to ALDOT and the Mobile MPO to aid in their respective regional and long-range planning processes. To the maximum extent practicable, The Wave will coordinate with ALDOT and the MPO in the selection of State and MPO SPTs, as documented in the Interagency Memorandum of Understanding (MOU), to the maximum extent practicable.

Each year during the FTA Certifications and Assurances reporting process, The Wave will transmit any updates to our SPTs to both the Mobile MPO and ALDOT (unless those agencies specify another time in writing).

4 SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As noted previously, the FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the National Safety Program, National Public Transportation Safety Plan, and 49 CFR Part 673, The Wave is adopting SMS as the basis for directing and managing safety and risk at our agency. The Wave has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations in order to deliver improvements in safety and reduce risk to the lowest practical level in service delivery.

SMS is comprised of four basic components – SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

Figure 2: Safety Management Systems

Implementing SMS at The Wave will be a major undertaking over the next several years. This ASP is the first step to putting in place a systematic approach to managing the agency's risk. The Wave has already taken several steps to implement SMS, such as developing this initial ASP and designating a CSO. During the first year of implementation, The Wave will identify SMS roles and responsibilities, key stakeholder groups and key staff to provide support to this process. The Wave will also ensure that these key staff receive SMS training, develop a plan for implementing SMS, inform stakeholders about the ASP, and discuss our progress with the City Council and planning partners.

A Safety Risk Management – 673.25

By adopting this ASP, The Wave is establishing the SRM process shown in Figure 3 for identifying hazards and analyzing, assessing and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The SRM processes described in this section are designed to implement The Wave's SMS.

Figure 3: Safety Risk Management Process

The implementation of the SRM component of the SMS will be carried out over the course of the next year through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated, and revised as necessary, to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into the agency's SOPs.

The SRM is focused on implementing and improving actionable strategies that The Wave has undertaken to identify, assess and mitigate risk. The creation of a risk register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is shown in Figure 4.

Figure 4: Draft Risk Register

Hazard	Type	Likelihood	Consequence	Resolution

What is wrong? What could happen What could mitigate this?

As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps The Wave is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

I Safety Hazard Identification – 673.25(b)

The Wave has a *System and Security Emergency Preparedness Plan (SSEPP)* (Appendix A, Table 8 shows the document name, file name, and date of adoption) in place to help inform employees on how to identify safety and operational risks prior to, during, and after operations. This assessment is based on operator evaluation. Employees are required to report any possible safety and/or operating hazards to dispatch and their supervisor and await further instruction. This assessment protocol is provided in Section 5 (System Security), specifically Sub-Sections 5.7 – 5.11. To ensure compliance with 49 CFR Part 673, The Wave is working to implement the following SRM.

The Wave's SRM process is a forward-looking effort to identify safety hazards that could potentially result in negative safety outcomes. In the SRM process, a Hazard is any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infra-structure of a public transportation system; or, damage to the environment.

Hazard identification focuses on out of the norm conditions that need special attention or immediate action, new procedures or training to resolve a condition that is unacceptable and return conditions to an acceptable level. The Wave uses a variety of mechanisms for identifying and documenting hazards, namely:

- Through training and reporting procedures, The Wave ensures personnel can identify hazards and that each employee clearly understands that the employee has a responsibility to immediately report any safety hazards identified to the

employee's supervisors. Continued training helps employees to develop and improve the skills needed to identify hazards.

- Employee hazard training coupled with the ESRP ensures that The Wave has full use of information from frontline employees for hazard identification.
- Upon receiving the hazard report, supervisors report the identified hazard to the Risk Manager for entry into the risk register for risk assessment, classification and possible mitigation.
- Standard reporting forms (e.g. *Pre- and Post-Trip Inspection Forms* to mitigate mechanical based safety hazards that are identified) and other reports completed on a routine basis by administrative, operational and maintenance employees. The Wave *System Safety Program Plan* (Appendix A, Table 8 show the document name, file name, and date of adoption) contains procedures for flagging and reporting hazards as a part of day-to-day operations.
- Supervisors are responsible for documenting regular safety assessments, which include reporting and recommending methods to reduce identified hazards.
- The Wave uses incident reports and records to determine specific areas of training that need to be covered with employees to ensure safety hazard identification is continually improved, and so that hazards are identified before an event recurrence.
- Incident reports are also analyzed by the risk management team to identify any recurring patterns or themes that would help to identify underlying hazards and root causes of the event that can be mitigated to prevent recurrence.
- If a hazard is such that an employee would be reluctant to report the information due to perceived negative consequences (e.g. disciplinary action), alternative, anonymous reporting mechanisms are available through and anonymous suggestion box or anonymous online reporting form, or other secure mechanisms.
- The Risk Manager, risk management personnel and subject matter experts are also encouraged to participate in available professional development activities and peer-to-peer exchanges as a source of expertise and information on lessons learned and best practices in hazard identification.
- Other sources for hazard identification include:
    - ESRP
    - Inspections of personnel job performance, vehicles, facilities and other data
    - Investigations of safety events
    - Safety trend analysis on data currently collected
    - Training and evaluation records
    - Internal safety audits
    - External sources of hazard information could include:
        - FTA and other federal or state authorities
        - Reports from the public
        - Safety bulletins from manufacturers or industry associations

In addition to identifying the hazard, the hazard identification process also classifies the hazard by type (organizational, technical or environmental) to assist the Risk Manager in identifying the optimal combination of departmental leadership and subject matter expertise to select in assembling the safety risk assessment team.

The various hazard types can also be categorized by subcategory for each type. For example, organizational hazards can be subcategorized into resourcing, procedural, training or supervisory hazards. Each of the subcategories imply different types of mitigation strategies and potentially affect overall agency resources through varying costs for implementation. Technical hazards can be subcategorized into operational, maintenance, design and equipment. Additionally, environmental hazards can be subcategorized into weather and natural, which is always a factor for every operation

II Safety Risk Assessment – 673.25(c)

The Wave currently uses Assessment Forms to conduct both a *Capabilities Assessment* and a *Threat and Vulnerability Assessment*, with a similar framework for assessing risks and threats with reference to security for the transportation system. These assessment forms and procedures can be found in Sections 5.7-5.10 of the SSEPP and shows specific threats, the threat's likelihood, impact on transportation assets and system and provides a vulnerability index based on this assessment.

As part of the new SRM process, The Wave has established methods to assess the likelihood and severity of the consequences of identified hazards, and prioritize the hazards based on the safety risk. The process continues the use of the risk register to address the next two components.

To accurately assess a risk, The Wave may need to perform an investigation. The Wave currently investigates accidents or crashes but will need to develop a full investigation procedure to inform the SRM process. The investigation procedure can start with the Assessment Forms and framework found in the SSEPP and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation procedures as well as risk investigation procedures. These procedures will be used to investigate risks identified from multiple sources, including the ESRP.

Safety risk is based on an assessment of the likelihood of a potential consequence and the potential severity of the consequences in terms of resulting harm or damage. The risk assessment also takes into account any previous mitigation efforts and the effectiveness of those efforts. The results of the assessment are used to populate the third and fourth components of the Risk Register as shown in Figure 5.

Figure 5: Safety Risk Assessment Steps in Populating the Risk Register

Hazard	Type	Likelihood	Consequence	Resolution

The risk assessment is conducted by the CSO and their risk management team through the safety committee supplemented by subject matter experts from the respective department or section to which the risk applies. The process employs a safety risk matrix, similar to the one shown in Figure 6, that allows the safety team to visualize the assessed likelihood and severity to help decision-makers understand when actions are necessary to reduce or mitigate safety risk.

Figure 6: Safety Risk Assessment Matrix

RISK ASSESSMENT MATRIX				
SEVERITY / LIKELIHOOD	Catastrophic (1)	Critical (2)	Marginal (3)	Negligible (4)
Frequent (A)	High	High	High	Medium
Probable (B)	High	High	Medium	Medium
Occasional (C)	High	Medium	Medium	Low
Remote (D)	Medium	Medium	Low	Low
Improbable (E)	Medium	Low	Low	Low

Although the current version of the matrix relies heavily on the examples and samples that are listed on the PTASP Technical Assistance Center website, lessons learned from the implementation process during the coming years will be used to customize the matrix that The Wave will use to address our unique operating realities and leadership guidance.

The Risk Assessment Matrix is an important tool. If a risk is assessed and falls within one of the red zones, the risk is determined to be unacceptable under existing circumstances. This determination means that management must take action to mitigate the situation. This is the point in the process when SRMs are developed. If the risk is assessed and falls within one of the yellow zones, the risk is determined to be acceptable, but monitoring is necessary. If the risk falls within one of the green zones, the risk is acceptable under the existing circumstances.

Once a hazard's likelihood and severity have been assessed, the Risk Manager enters the hazard assessment into the risk register that is used to document the individual hazard and the type of risk it represents. This information is used to move to the next step, which is hazard mitigation.

III Safety Risk Mitigation – 673.25(d)

Upon completion of the risk assessment, the Risk Manager and the safety committee continue populating the Risk Register by identifying mitigations or strategies necessary to reduce the likelihood and/or severity of the consequences. In this step, the goal is to avoid or eliminate the hazard or, when elimination is not likely or feasible, reduce the assessed risk rating to an acceptable level (Figure 7). However, mitigations do not typically eliminate the risk entirely.

Figure 7: Risk Register Mitigation Component

Hazard	Type	Likelihood	Consequence	Resolution

To accomplish this objective, the Risk Manager, through the safety committee, works with subject matter experts from the respective department or section to which the risk applies. The risk management team then conducts a brainstorming exercise to elicit feedback from staff and supervisors with the highest level of expertise in the components of the hazard.

Documented risk resolution and hazard mitigation activities from previous risk register entries and their documented level of success at achieving the desired safety objectives may also be reviewed and considered in the process. If the hazard is external (e.g. roadway construction by an outside agency), information and input from external actors or experts may also be sought in order to take advantage of all reasonably available resources and avoid any unintended consequences.

Once a mitigation strategy is selected and adopted, the strategy is assigned to an appropriate staff member or team for implementation. The assigned personnel and the personnel's specific responsibilities are entered into the risk register.

Among the responsibilities of the mitigation team leader is the documentation of the mitigation effort including whether the mitigation was carried out as designed and whether the intended safety objectives were achieved. This information is recorded in the appendix to the risk register for use in subsequent SA activities and to monitor the effectiveness of the SRM program.

B Safety Assurance – 673.27 (a)

Safety Assurance means processes within The Wave SMS that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure a) the implementation and effectiveness of safety risk mitigation, and b) The Wave meets or exceeds our safety objectives through the collection, measurement, analysis and assessment of information.

SA helps to ensure early identification of potential safety issues. SA also ensures that safeguards are in place and are effective in meeting The Wave's critical safety objectives and contributing towards SPTs.

I Safety Performance Monitoring and Measuring – 673.27 (b)

As the first step in The Wave SA program, The Wave collects and monitors data on safety performance indicators through a variety of mechanisms described in the following sections. Safety performance indicators can provide early warning signs about safety risks. The Wave currently relies primarily on lagging indicators representing negative safety outcomes that should be avoided or mitigated in the future. However, initiatives are underway to adopt a more robust set of leading indicators that monitor conditions that are likely to contribute to negative outcomes in the future. In addition to the day-to-day monitoring and investigation procedures detailed below, The Wave will review and document the safety performance monitoring and measuring processes as part of the annual update of this ASP.

MONITORING COMPLIANCE AND SUFFICIENCY OF PROCEDURES – 673.27 (B)(1)

The Wave monitors our system for personnel compliance with operations and maintenance procedures and also monitors these procedures for sufficiency in meeting safety objectives. A list of documents describing the safety related operations and maintenance procedures cited in this ASP is provided in Appendix A of this document.

Supervisors monitor employee compliance with The Wave SOPs through direct observation and review of information from internal reporting systems such as the ESRP.

The Wave addresses non-compliance with standard procedures for operations and maintenance activities through a variety of actions including revision of training materials and delivery of employee and supervisor training if the non-compliance is systemic. If the non-compliance is situational, then activities may include supplemental individualized training, coaching, and heightened management oversight, among other approaches.

Sometimes personnel are fully complying with the procedures, but the operations and maintenance procedures are inadequate and pose the risk of negative safety outcomes. In this case, the cognizant person submits the deficiency or description of the inadequate procedures to the SRM process. Through the SRM process, the SRM team will then evaluate and analyze the potential organizational hazard and assign the identified hazard for mitigation and resolution.

as appropriate. The SRM team will also conduct periodic self-evaluation and mitigation of any identified deficiencies in the SRM process itself.

MONITORING OPERATIONS – 673.27(B)(2)

Department heads are required to monitor investigation reports of safety events and SRM resolution reports to monitor operations and to identify any safety risk mitigations that may be ineffective, inappropriate, or not implemented as intended. If it is determined that the safety risk mitigation did not bring the risk to an acceptable level or otherwise failed to meet safety objectives, then the supervisor resubmits the safety risk/hazard to the SRM process. The risk manager will work with the supervisor and subject matter experts to reanalyze the hazard and consequences and identify additional mitigation or alternative approaches to implementing the mitigation.

II Safety Event Investigation – 673.27(b)(3)

The Wave currently conducts investigations of safety events. From an SA perspective, the objective of the investigation is to identify causal factors of the event to identify actionable strategies that The Wave can employ to address any identifiable organizational, technical or environmental hazard at the root cause of the safety event.

The Wave's current investigation process (based on the SSEPP incident management guidelines) meets current local, state and federal procedural guidelines and requirements, but relies heavily on existing available supporting materials (e.g. driver and witness statements, supervisor reports, police reports, camera footage and electronic device recordings and records, photographs, analysis reports, etc.). Over the next year, The Wave will begin to develop additional investigative documentation focused on systemic causal factors to better inform the SRM process. The investigation procedure will start with the Assessment Forms and framework found in the SSEPP and will be developed to cover all risk assessment. Once fully developed, the document will become the Investigation SOP. The SOP will include accident investigation documentation procedures as well as risk/hazard investigation procedures. These procedures will be used to investigate risks/hazards identified from multiple sources including *Employee Grievances.*

Hazards identified through the investigative process, including previous mitigation in place at the time of the safety event, will be submitted to the SRM process, analyzed, evaluated and, if appropriate, assigned for mitigation and resolution.

MONITORING INTERNAL SAFETY REPORTING PROGRAMS – 673.27(B)(4)

As a primary part of the internal safety reporting program, The Wave monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event, to the SRM process to be analyzed, evaluated and, if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Because leading indicators can be more useful for safety performance monitoring and measurement than lagging indicators, The Wave is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis

of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; other industry trends; or other indicators as appropriate.

C Safety Promotion – 673.29

Management support is essential to developing and implementing SMS. SP includes all aspects of how, why, when and to whom management communicates safety related topics. SP also includes when and how training is provided. The following sections outline both the safety competencies and training that The Wave will implement and how safety related information will be communicated.

I Safety Competencies and Training – 673.29(a)

The Wave provides comprehensive training to all employees regarding each employee's job duties and general responsibilities. This training includes safety responsibilities related to each employee's position. In addition, regular driver safety meetings are held to ensure that safety related information is relayed to the key members of our agency's safety processes.

As part of SMS implementation, The Wave conducts the following activities:

- Conduct a thorough review of all current general staff categories (administrative, driver, supervisor, mechanic, maintenance, etc.) and their safety related responsibilities.
- Assessment the training requirements spelled out in 49 CFR Part 672 and the various courses required for different positions (The Wave is not subject to the requirements under 49 CFR Part 672, but will review the training requirements to understand what training is being required of other larger agencies in the event they might be useful).
- Assess the training material available on the FTA PTASP Technical Assistance Center website.
- Review other training material available from industry sources such as the Community Transportation Association of America and the American Public Transportation Association websites.
- Develop a set of competencies and trainings required to meet the safety related activities for each general staff category.
- Include expectations for ongoing safety training and safety meeting attendance.
- Develop a training matrix to track progress on individuals and groups within the organization.
- Adjust job notices associated with general staff categories to ensure that new personnel understand the safety related competencies and training needs and the safety related responsibilities of the job.
- Include refresher training in all trainings and apply it to agency personnel and contractors.

II Safety Communication – 673.29(b)

The Wave regularly communicates safety and safety performance information throughout our agency's organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities and informs employees of safety actions taken in response to reports submitted through the ESRP (noted in Section 3AI) or other means.

The Wave reports any safety related information to the Technical Coordinating Committee / Citizen's Advisory Committee at the regular meetings of these committees and will begin including safety performance information. In addition, The Wave holds regularly scheduled meetings with drivers to ensure that any safety related information is passed along that would affect the execution of the driver's duties. The Wave also posts safety related and other pertinent information in a common room for all employees.

The Wave will begin systematically collecting, cataloging and, where appropriate, analyzing and reporting safety and performance information to all staff. To determine what information should be reported, how and to whom, The Wave will answer the following questions:

- What information does this individual need to do their job?
- How can we ensure the individual understands what is communicated?
- How can we ensure the individual understands what action they must take as a result of the information?
- How can we ensure the information is accurate and kept up-to-date?
- Are there any privacy or security concerns to consider when sharing information? If so, what should we do to address these concerns?

In addition, The Wave will review our current communications strategies and determine if others are needed. As part of this effort, The Wave has conducted, and will continue to conduct, a safety culture survey to understand how safety is perceived in the workplace and what areas The Wave should be addressing to fully implement a safety culture at our agency.

5 APPENDIX A

Table 8: PTASP Supporting Documents

File Name	Revision Date	Document Name	Document Owner
2018 EEO Update-Final	May 2018	Equal Employment Opportunity Program Update	Wave Transit System
Employee Performance Code	April 2005	Employee Performance Code	Wave Transit System
Employee Personnel Manual	Oct. 2018	Employee Personnel Handbook	Wave Transit System
Best Management Practice Plan-HAZ	December 2021	Best Management Practices Plan	Wave Transit System
Key Performance Indicators-Maintenance	November 2024	Various different documents	Wave Transit System
Maintenance Plan Revised May 2019	November 2024	The Wave Transit System Maintenance Plan	Wave Transit System
SPCC Plan	May 2017	Spill Prevention Control and Countermeasure Plan	Wave Transit System
Maintenance	October 2021	Labor Agreement between The Wave Transit System and Amalgamated Transit Union - Local #770	Wave Transit System
Operations	October 2021	Labor Agreement between The Wave Transit System and Amalgamated Transit Union- Local #771	Wave Transit System
Key performance indicator, operations (folder)	May 2024	6 spreadsheets for March through May 2024	Wave Transit System
Communications - detours	November 2024	Wave Transit System Detour Procedures	Wave Transit System
Complaints	June 2019	Complaints/Compliments Procedure	Wave Transit System
Employee grievance procedures	June 2019	Grievances and Grievance Procedures	Wave Transit System
lost and found	June 2019	Lost and Found Policies and Procedures for The Wave Transit System	Wave Transit System
Service Standards-Operational Procedures	June 2019	The Wave Transit System Operational Procedures	Wave Transit System
The MOBILITY operating procedures	June 2019	The Mobility Operating Procedures - description of operating procedures and policies for complementary ADA paratransit service (MAP)	Wave Transit System

File Name	Revision Date	Document Name	Document Owner
Wave Route Guides	May 2022	Folder of route maps and schedules	Wave Transit System
2024 Procurement Manual-REV 1-FINAL	December 2024	Policies & Procedures Procurement Manual	Wave Transit System
2019-03-14 - ORGANIZATION CHART- UPDATE	September 2024	Organization Chart for The Wave Transit System	Wave Transit System
Agency Description, Location and Governing Authority	2018	Section A - Recipient Profile	Wave Transit System and FTA
City of Mobile FY 2022 Triennial Review	October 2022	Federal Transit Administration FY 2018 Triennial Review - Draft Report	Wave Transit System and FTA
Long Range Transportation Plan	July 2022	Mobile Area Transportation Study (MATS) Metropolitan Planning Organization (MPO) Amendment to the Destination 2040 Long Range Transportation Plan as it pertains to the I-10 Mobile River Bridge	South Alabama Regional Planning Commission (SARPC)
MOBILE Wave Transit TDP Final Report	September 2014	Transit Development Plan Mobile Wave Transit	Wave Transit System and SARPC
Short Term Transit Plan	September 2024	Proposed Funding Sources Fiscal Year 2020	Wave Transit System
Transit Asset Management Plan (2022)	September 2022	Transit Asset Management Plan	Wave Transit System
FY accident-incident totals (folder)	2022	Folder containing 3 collision/incident reports	Wave Transit System
Instructor Manuals (Folder)	2009	Transportation Safety Institute - Vehicle Operations Instructor Guide - Bus Operator Training Program	Federal Transit Administration
2024 Hurricane Plan	June 2024	2018 Hurricane Manual	Wave Transit System
2019 WTS Cyber Security Policy	July 2021	Information Technology Cyber Security Policy	Wave Transit System
D&A Policy Revised - 04-20-2015	May 2021	Drug and Alcohol Policy	Wave Transit System
Emergency Action Plan	September 2007	Emergency Action Plan	Wave Transit System
Road Training Guidelines	January 2009	Instructor's Guide to Road Training Guidelines	U. S. Department of Transportation Safety Institute

File Name	Revision Date	Document Name	Document Owner
Safety Program	November 2022	System Safety Program Plan	Wave Transit System
Wave Transit System SSEP	June 2015	System and Security Emergency Preparedness Plan	Wave Transit System
Routes	June 2019	Route # and Name	Wave Transit System

A Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person; a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the SMS of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: means specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and SPTs.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

- Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
- Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
- Causes severe hemorrhages, nerve, muscle, or tendon damage;
- Involves any internal organ; or
- Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

B Additional Acronyms Used

ALDOT Alabama Department of Transportation

ASP Agency Safety Plan

ESRP Employee Safety Reporting Program

FAST Act Fixing America's Surface Transportation Act

MAP-21 Moving Ahead for Progress in the 21st Century

MOU Memorandum of Understanding

MPO Metropolitan Planning Organization

NTD National Transit Database

SSEPP System and Security Emergency Preparedness Plan

SOP Standard Operating Procedure

The Wave The Wave Transit System

The City or City City of Mobile, Alabama

6 APPENDIX B

A City Council Minutes or Resolution

60.519

RESOLUTION

2020

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Public Transportation Agency Safety Plan for the WAVE Transit System is hereby approved by the City Council of the City of Mobile, and the General Manager of the WAVE and the City Clerk be, and hereby are authorized and directed, respectively, to accept and adopt the said Plan, attached hereto and incorporated herein.

ADOPTED: JUL 14 2020

CITY CLERK

MOBILE, ALABAMA TRANSIT SYSTEM

Agency Safety Plan

The Wave Transit System

Public Transportation Agency Safety Plan

Version 4

Revised 12/12/2024

In compliance with 49 CFR Part 673

Developed by the Alabama Department of Transportation

in conjunction with

The University of Alabama at Huntsville

We the undersigned (Joint Safety and Health Committee), made up of equal members of labor and management, agree on the updates that are contained in version 4 of the Public Transportation Agency Safety Plan.

Donald Seales, Mgr of Safety and Training
(Co-Chairperson representing Management)

2/20/2025
Date

Christopher Wilson, Vice President ATU Local 770
(Co-Chairperson representing Labor)

2/20/25
Date

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Provision of a note on the Final PUD site plan stating development of the site will comply with the tree planting and landscape area requirements of Article 3 Section 64-3-7 of the UDC;
5. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
6. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
7. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
8. Provision of the rights-of-way along all streets on the Final PUD site plan;
9. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
3674 & 3680 Dauphin Street
Council District 7
Gina Gregory

THE CITY OF MOBILE, ALABAMA

PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

March 27, 2025
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting on March 20, 2025, considered the request of Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates, for a Major Modification of a previously approved Planned Unit Development (PUD) allowing shared access and parking between multiple building sites, for the property located at 3674 and 3680 Dauphin Street.

After discussion it was decided to recommend approval of the modification request to the City Council subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all recorded easements present on the subject site;
2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Provision of a note on the Final PUD site plan stating development of the site will comply with the tree planting and landscape area requirements of Article 3 Section 64-3-7 of the UDC;
5. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
6. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
7. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
8. Provision of the rights-of-way along all streets on the Final PUD site plan;

9. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

Copies of the application and reports are attached.

Sincerely,

Stephen Guthrie

Stephen Guthrie
Deputy Director, Planning & Zoning Department

dla
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

March 21, 2025

Re: 3674 & 3680 Dauphin Street
MOD-003251-2025
Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates
District 7
Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple buildings sites.

Dear Applicant(s)/ Property Owner (s):

At its meeting on March 20, 2025, the Planning Commission considered the above referenced application.

After discussion the Planning Commission determined the following Findings of Fact to support modification of the previously approved Planned Unit Development:

a. The request is consistent with all applicable requirements of this Chapter;
b. The request is compatible with the character of the surrounding neighborhood;
c. The request will not impede the orderly development and improvement of surrounding property;
d. Having considered the applicable factors, the request will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood;
e. The request is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. The request is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. The request shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration was given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

As such, the Planning Commission voted to recommend approval of the Major Planned Unit Development Modification to the City Council, subject to the following conditions:

1. Revision of the Final PUD site plan to reflect any/all recorded easements present on the subject site;
2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;

3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Provision of a note on the Final PUD site plan stating development of the site will comply with the tree planting and landscape area requirements of Article 3 Section 64-3-7 of the UDC;
5. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
6. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
7. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
8. Provision of the rights-of-way along all streets on the Final PUD site plan;
9. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
10. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
11. Full compliance with all municipal codes and ordinances.

The advertising fee for this application is based on the current legal description is **$707.56** Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

Once the application has been approved by the City Council, the approved site plan illustrating compliance with all required conditions must be recorded in Probate Court. A copy of the recorded document in pdf format must be submitted to the Planning and Zoning Department via email (planning@cityofmobile.org) or uploaded to the case via CSS. If no construction permit is obtained to implement the approved modification within two (2) years of approval, the modification shall expire, unless an extension request is filed and approved by the Planning Commission and City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Stephen Guthrie
Stephen Guthrie
Deputy Director of Planning and Zoning

City of Mobile · Planning & Zoning

Planning Commission Application

For hard copy submissions, SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **seven (7) paper copies of this application by NOON** on the deadline filing date. Otherwise, this application will not be accepted. Separate application packets and fees are required for each application type. Digital submissions are required by noon on the deadline filing date.

Fees

Conditional Use Permit $500
Conditional Use Permit for Above-Ground Oil Storage Tank* $1,500
Conditional Use Permit for Hazardous Substance Storage Tank* $1,500
Rezoning, Text Amendment, or Specific Area Plan $500
Planned Development $500
Planning Approval or Planned Unit Development $500

Notification fees: First Class Postage per property owner within 300', and each applicant/owner.

Additional fees: A legal advertisement fee will be required for each application, after consideration by the Planning Commission and prior to consideration by the City Council. If approved by the City Council, documentation must be recorded in Mobile County Probate Court at the expense of the applicant.

* For Above-Ground Oil Storage Tank or Hazardous Substance Storage Tank applications, please contact staff for additional information regarding fee, legal ad and notification requirements.

APPLICATION TYPE Please select the application type. Please complete the appropriate checklist (A, B, C, or D) for a full list of application requirements.

☐ **Conditional Use Permits**
Checklist A

☐ **Rezoning, Text Amendment, or Specific Area Plan Amendments**
Checklist B

☐ **Planned Development**
Checklist C

■ **Previously approved Planning Approvals or Planned Unit Development**
Checklist D

Have you provided the required information on the corresponding checklist? ☐ Yes ☐ No

---

1. APPLICANT INFORMATION If other than the property owner, must furnish written authorization from owner. Owner must submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

	Applicant	Agent (If Applicable)
Name:	CHARLES D. TISHER JR., PE	CHARLES D. TISHER JR., PE
Firm:		CLARK GEER LATHAM & ASSOCIATES
Phone:	251-344-7073	251-344-7073
Email:	CTISHER@CGLENGINEERS.COM	CTISHER@CGLENGINEERS.COM
Address:	3901 SPRINGHILL AVE, MOBILE, AL 36608	3901 SPRINGHILL AVE, MOBILE, AL 36608

	Owner	Design Professional
Name:	ABML, LLC	CHARLES D. TISHER JR., PE
Firm:		CLARK GEER LATHAM & ASSOCIATES
Phone:	251-471-1000	251-344-7073
Email:	BENSON@WSINVESTLLC.COM	CTISHER@CGLENGINEERS.COM
Address:	PO BOX 7475, MOBILE, AL 36670	3901 SPRINGHILL AVE, MOBILE, AL 36608

2. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and legal description.

3680 DAUPHIN ST., MOBILE, AL 36608
Property Address

78,533
Property Area (acres or square feet)

28062410000002.008
Parcel Number(s) or Key Number(s)

B-2
Present Zoning or Transect District

NA
Proposed Zoning or Transect District (if applicable)

3. NEIGHBORHOOD MEETING Attach the Neighborhood Meeting Documentation if applicable.

This requirement applies to any of the following applications:

a) Any Rezoning to a higher classification;
b) Any application to create or modify a Planned Development; or
c) Any Conditional Use Permit.

Have you provided the required Neighborhood Meeting Documentation, if applicable? ☐ Yes ☐ No

4. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

5. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Owner Signature

Date

Applicant or Agent Signature (if applicable)

2-17-25
Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for Planning Commission/City Council approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant or Agent Signature

2-17-25
Date

CHECKLIST D

Previously approved Planning Approvals and Planned Unit Developments

The following are required to evaluate applications for Previously approved Planning Approvals and Planned Unit Developments. Please provide a statement for all items.

The following information is required for Planned Development Applications. Please refer to Article 10 for a full description of the requirements and verify that the following documentation is provided:

- ■ Planning Commission Application
- ■ A site plan that shows existing and proposed improvements and indicates proposed modification of prior approval

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1. Describe how the proposal aligns with the Comprehensive Plan, Map for Mobile.
   There will be not much change with the redevelopment of the former Atlanta Bread company site. The site plan and building foot print will remain similar to the existing site.
   The use will change from a sit down restaurant to a bank which will provide a community service consistent with the intent of the Suburban Center classification.

   Mixed Commercial Corridor
   Future Land Use Map (FLUM) Designation

2. Describe how is the proposal and plan compatible with the character of the surrounding neighborhood.
   The proposed site plan and building footprint is similar to the existing site plan and footprint. The proposal will not change the character of the surrounding neighborhood but will provide a service that is conistent with nearby sites to this location.

3. Describe how the proposal prevents impacts on the development or improvement of adjacent property.
   The proposal will not adversely impact the future development or improvement of adjacent property.

4. Does the site design include adequate public facilities and utilities? ■ Yes ☐ No

5. Does the plan provide appropriate ingress and egress? (Please provide a site plan showing ingress and egress)
   ■ Yes ☐ No

6. Please provide the following information:

☐ The location, type and height of buildings or structures: (e.g., The existing structure is 24 feet tall)

A proposed single 3 story building for a bank and providing office space. The building will provide a gross total of 16,745 sf across all floors. Renderings of the proposed building have been provided.

☐ The type and location of landscaping and screening: (e.g., A row of shrubs is located along the western edge of the property)

Minimal to no change to the landscaping of the site. Any changes that do occur will be in compliance with the City of Mobile Landscape Code.

☐ Lighting:

Little to no changes will occur. Any changes will be in compiance with the City of Mobile Lighting Code.

☐ Hours of operation:

8:00 AM-5:00 PM

☐ Other conditions that are unique to the use of the property:

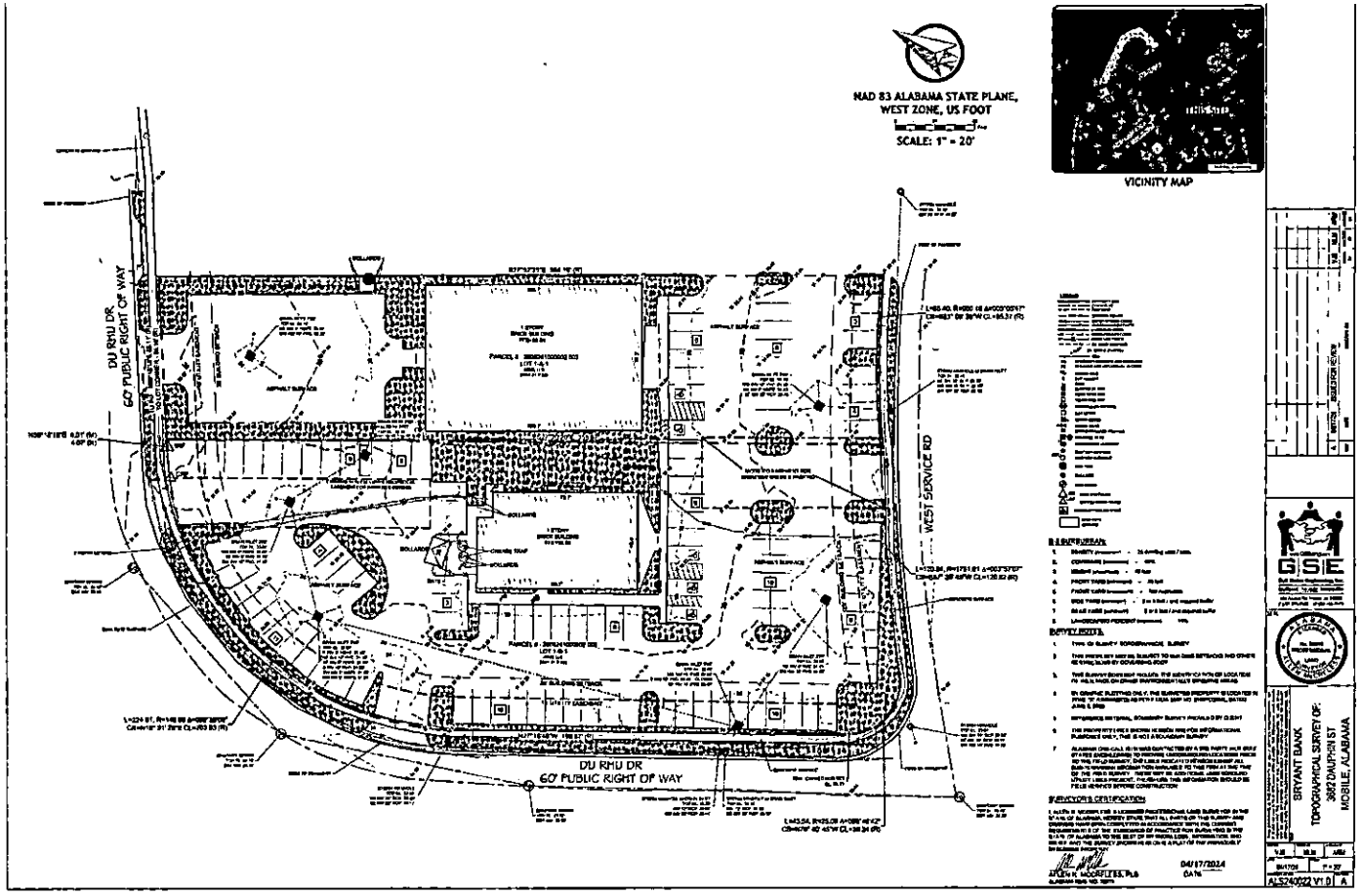
There will potentially be improvement to Dauphin Street and Dhu Rhu Drive near this area in the future. Any Stormwater and ROW improvements necessary with this redevelopment will be coordinated with City of Mobile Engineering staff.

7. Describe how the proposal will minimize elements that may be noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; or have elements that are detrimental to the public health, safety or general welfare.

There are no elements to the site that are detrimental to the public health, safety or general welfare.

8. Describe how the proposal is in the City's or the larger community's best interest and what needs, benefits, or public purposes it serves.

The proposed project will provide a service to the community consistent with nearby properties.


NAD 83 ALABAMA STATE PLANE,
WEST ZONE, US FOOT
SCALE: 1" = 20'
VICINITY MAP
DU RMU DR
60' PUBLIC RIGHT OF WAY
WEST SERVICE RD
BRYANT BANK
TOPOGRAPHICAL SURVEY OF:
3692 DAUPHIN ST
MOBILE, ALABAMA
04/17/2024
DATE
ALS240022 V1.0

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

City of Mobile

Planning and Zoning Department

PO Box 1827

Mobile, AL 36633

RE: 3680 Dauphin St. Mobile, AL 36608

Parcel Number R022806241000002.008

To Whom it May Concern:

ABML, LLC hereby grants Charles D. Tisher Jr. and Thomas E. Latham of Clark, Geer Latham & Associates the right to act as agents on behalf of ABML,LLC for all matters pertaining to the application to the City of Mobile Planning Comission for PUD modification of the above referenced property.

Sincerely

John White-Spunner

3901 SPRING HILL AVENUE | MOBILE, ALABAMA 36608 | 251-344-7073
www.cglengineers.com

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 – 2016)
V. R. Geer, Jr., P.E. (1916 – 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

City of Mobile Planning and Zoning
Re: Proposed Redevelopment of 3680 Dauphin St.

The applicant wishes to Modify the PUD at the location of 3680 Dauphin St. to allow redevelopment of the property into a branch for Bryant Bank. There will be some slight changes to the site plan which facilitates the need to modify the PUD. The building footprint will expand some and a drive through will be added. The site was previously used by Atlanta Bread Company. That building has since been demolished. The redevelopment of this lot into a new bank fits with the character of the area and does not negatively affect the adjacent properties.

Regards

Charles D. Tisher Jr., PE

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AND ASSOCIATES, INC.

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V. R. Geer, Jr., P.E. (1916 – 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

Legal Description

LOT 1-A-1 THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-A-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU DRIVE, ALSO BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY S27°20'20"E A DISTANCE OF 364.10 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 960.16 FEET, ARC LENGTH OF 84.04 FEET AND CHORD BEARING S63°41'07"W A DISTANCE OF 84.01 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N27°20'20"W A DISTANCE OF 358.47 FEET TO A 5/8" CAPPED IRON ROD SET; THENCE N59°50'54"E A DISTANCE OF 84.10 FEET TO A 5/8" CAPPED IRON ROD SET AND THE POINT OF BEGINNING. THE ABOVE DESCRIBED TRACT CONTAINS 0.696 ACRES AS SHOWN ON SURVEY BY DUPLANTIS DESIGN GROUP, PC, DATED AUGUST 29, 2023, PROJECT NO. 23-1448, AND IS SUBJECT TO ANY SERVITUDES, EASEMENTS, AND RESTRICTIONS OF RECORD. LOT 1-B-1 THAT CERTAIN PIECE OR PORTION OF LAND, DESIGNATED AS LOT 1-B-1 ON PLAT SHOWING RESUBDIVISION OF LOTS 1-A AND 1-B OF COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2 INTO LOTS 1-A-1 AND 1-B-1, SITUATED IN SECTION 24, TOWNSHIP 4 SOUTH, RANGE 2 WEST, ST. STEPHENS MERIDIAN, CITY OF MOBILE, COUNTY OF MOBILE, STATE OF ALABAMA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1-A, COLLEGE PARK, NORTHWESTERN QUADRANGLE, UNIT 2, AS PER PLAT RECORDED IN MAP BOOK 70, PAGE 85, OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF DU RHU

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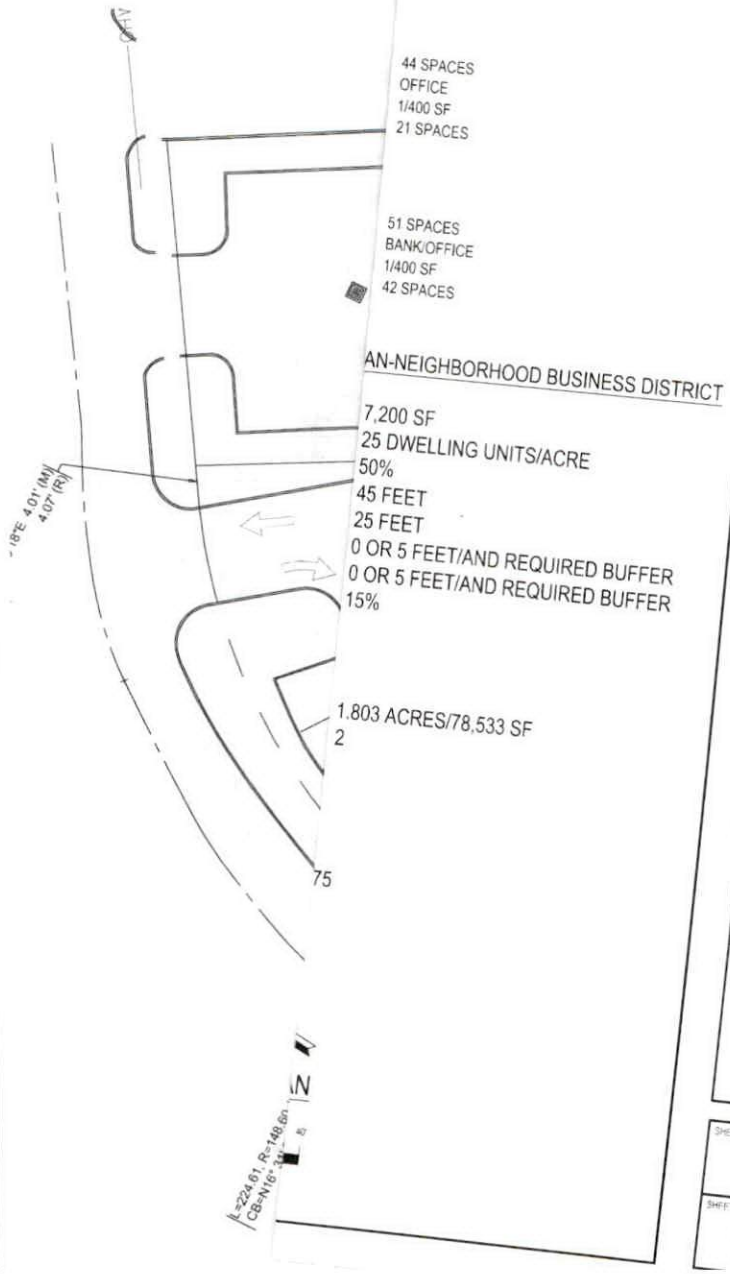
NOTES: MEASURED BEARINGS BASED ON GRID NORTH, ALABAMA STA
AS DERIVED FROM GPS OBSERVATIONS USING THE OPUS UTILITY (2

COORDINATES SHOWN ARE GROUND, EXPRESSED IN US SURVEY FE
GRID COORDINATE VALUES OF (N:250559.4910 E:1770292.2150) FOR
IRON ROD SET. VALUES FOR CONTROL POINT 1 ARE ALABAMA STA
DETERMINED BY GPS OBSERVATIONS USING THE OPUS UTILITY (2
(0.99998117), CONVERGENCE ANGLE: (-0°19'18.56")

REFERENCES:
1. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 1 IN
PLS; DATED 2/12/1999; RECORDED IN MAP BOOK 81, PAGE 83

2. COLLEGE PARK NORTHWESTERN QUADRANGLE, UNIT 2, RESUBDIVISION OF LOT 2-A
PLS; COMPLETED IN 1984; RECORDED IN MAP BOOK 70, PAGE 85

VICINITY MAP
NOT TO SCALE



CLARK | GEER | LATHAM
AND ASSOCIATES, INC.
FAST SPRING HILL AVENUE | MOBILE, AL 36608 | 251.343.7073

A NEW BANK FOR BRYANT BANK
FOR BRYANT BANK
3680 DAUPHIN ST.
MOBILE, AL

REV	DATE	BY	DESCRIPTION

REVISION LOG

PROJECT NUMBER	2436
DRAWN BY	CDT
CHECKED BY	TEL
ISSUE DATE	2-14-25

2-14-25

SHEET TITLE
SITE PLAN

SHEET NUMBER
C-1.0

GHER PRINTED BY: CHARLES TISHER 2/20/2025 11:12:14 AM H:\2436-Bryant Bank-3682 Dauphin St\15 Civil\40 Production Sheets\C-1.0 Site Plan.dwg

Application Submission
Contact Information

Name of Project Redevelopment of 3680 Dauphin St. for Bryant Bank

Address 3680 DAUPHIN STREET, MOBILE, AL 36608

Owner AMBL LLC

Address P.O. Box 7475, Mobile, AL Zip Code 36670

Phone 251.471.1000 Fax _____ Email BENSON@WSINVESTLLC.COM

Authorized Agent CGL-Charles D. Tisher Jr., PE

Address 3901 Springhill Ave Zip Code 36608

Phone 251-344-7073 Fax _____ Email ctisher@cglengineers.com

Contractor _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Civil Engineer CGL-Charles D. Tisher Jr., PE

Address 3901 Springhill Ave Zip Code 36608

Phone 251-344-7073 Fax _____ Email ctisher@cglengineers.com

Architect _____

Address _____ Zip Code _____

Phone _____ Fax _____ Email _____

Alabama Secretary of State

ABML, LLC	
Entity ID Number	000-302-973
Entity Type	Domestic Limited Liability Company
Principal Address	MOBILE, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Mobile County
Formation Date	10/12/2010
Registered Agent Name	WHITE-SPUNNER, B
Registered Office Street Address	3201 DAUPHIN ST MOBILE, AL 36606
Registered Office Mailing Address	Not Provided
Nature of Business	REAL/PERSONAL PROPERTY
Members	
Member Name	B CO LLC
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	WHITE-SPUNNER, B
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	JAY-E LLC
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	WHITE-SPUNNER, JOHN
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	OUTLAW, DOROTHY
Member Street Address	Not Provided
Member Mailing Address	Not Provided
Member Name	OUTLAW, A ROBERT JR
Member Street Address	Not Provided
Member Mailing Address	Not Provided

ABML, LLC	
Annual Reports	
Report Year	2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023
Scanned Documents	
Purchase Document Copies	
Document Date / Type / Pages	10/12/2010 Certificate of Formation 5 pgs.

Browse Results New Search

Planning Commission
March 20, 2024

Agenda Item # 9
MOD-003251-2025

View additional details on this proposal and all application materials using the following link:

Applicant Materials for Consideration

DETAILS

Location:
3674 & 3680 Dauphin Street

Applicant / Agent:
Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates

Property Owner:
ABML, LLC

Current Zoning:
B-2, Neighborhood Business Suburban District

Future Land Use:
Mixed Commercial Corridor

Applicable Codes, Policies, and Plans:
- Unified Development Code
- Map for Mobile Comprehensive Plan

Schedule for Development:
- Immediate

Proposal:
- Major Modification of a previously approved Planned Unit Development allowing shared access and parking between multiple buildings sites.

Considerations:
1. Modification of a previously approved Planned Unit Development with ten (10) conditions.

Report Contents: **Page**

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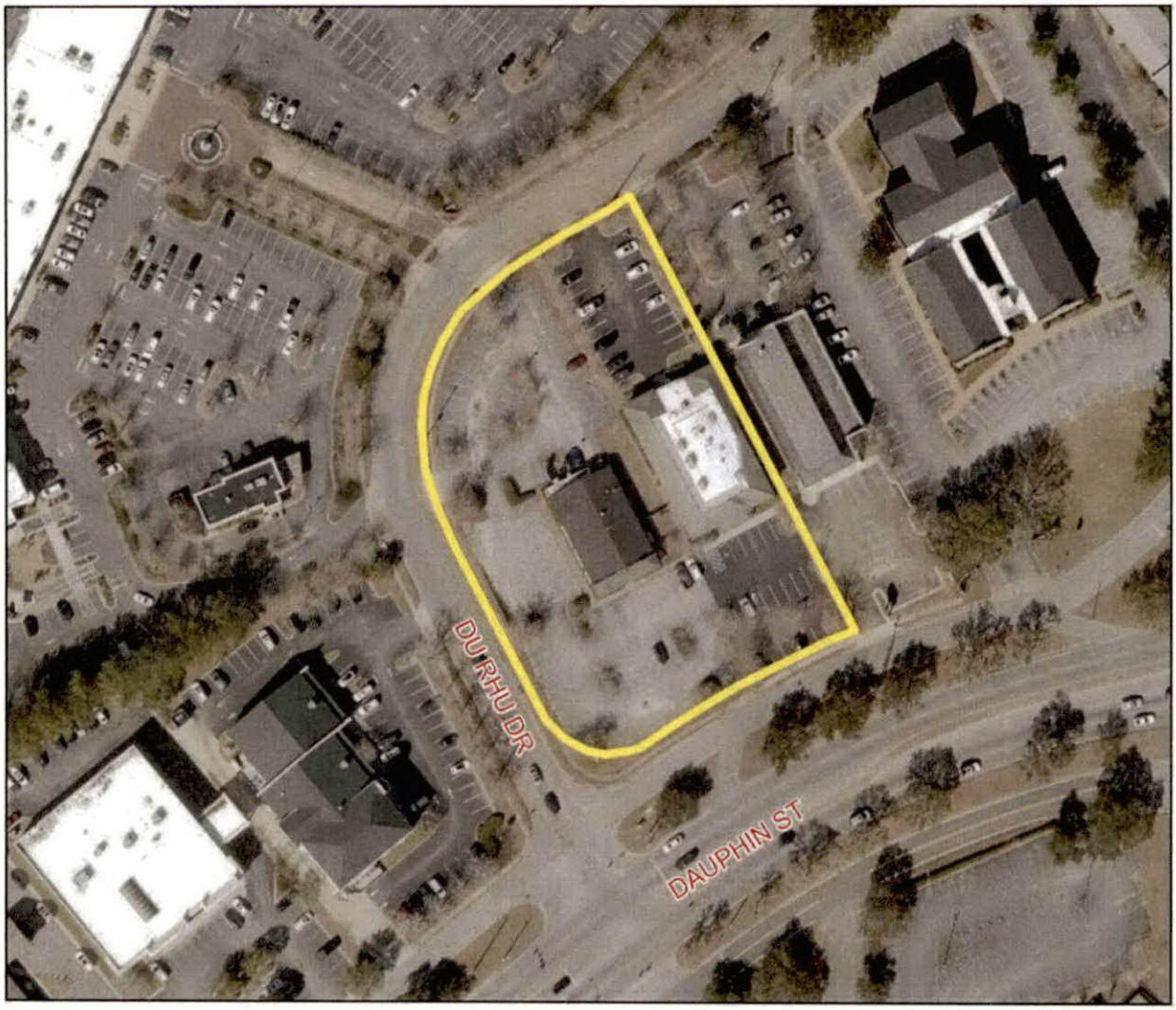
PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by commercial units.

APPLICATION NUMBER 9 DATE March 20, 2025

APPLICANT Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates

REQUEST PUD Modification

N

NTS

SITE HISTORY

The site is part of Lot 2 of the original 30-lot, College Park Northwestern Quadrangle Unit Two Subdivision, the plat for which was recorded in Mobile County Probate Court in 1970.

In April 1986 the Planning Commission approved a Planned Unit Development (PUD) for Lot 2 of the aforementioned subdivision to allow three (3) office buildings with retail facilities on a single building site, with shared access and parking. The Commission also recommended approval of rezoning the site from B-1, Buffer Business District, to B-2, Neighborhood Business District, the ordinance for which was adopted by City Council at its May 27, 1986 meeting.

Subdivision of the aforementioned Lot 2 into three (3) lots (Lots 2-A, 2-B, and 2-C) was approved by the Commission in March 1995, and subsequently recorded in Probate Court. A plat recorded in Probate Court in June 1996 illustrates the subdivision of "Lot 2-A" into two (2) lots, labeled "Lots 1 and 2".

In October 1998 the Planning Commission approved a request to subdivide Lot 1 (of the previous Lot 2-A) into two (2) lots, labeled "Lots 1-A and 1-B".

Amendments to the PUD approved in 1986 were administratively reviewed and approved by Planning staff in 1996, 1999, and 2007 to accommodate, in general, new construction and changes to parking and shared access. The PUD approvals from 1999 and 2007 overlay Lots 1-A and 1-B of the site's 1998 subdivision.

At its meeting on January 18, 2024 the Planning Commission approved a request to resubdivide the aforementioned Lots 1-A and 1-B (1998) into two new legal lots 1-A-1 and 1-B-1 in order to shift a shared internal lot line. Concurrently, the Planning Commission approved a Major Modification to the existing PUD to reflect the changes proposed by the subdivision request.

There have been no Board of Zoning Adjustment cases associated with the site.

STAFF COMMENTS

Engineering Comments:

ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land

and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.

5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Traffic Engineering Comments:

Site is limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by ALDOT (where applicable) and Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Article 3, Section 64-3- 12 of the City's Unified Development Code.

Urban Forestry Comments:

Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

Fire Department Comments:

All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2021 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

Planning Comments:

The most recently approved Subdivision and Modification (PUD) in 2024 adjusted an internal shared lot line and permitted shared access and parking across multiple building sites. This Modification application proposes to reconfigure the existing parking layout and redevelop Lot 1-B-1 for a bank building. A detailed description of the request is available via the link on page 1 of this report.

The 2024 recorded plat includes several easements on the subject site that are not illustrated on the proposed site plan. If approved, the PUD site plan should be revised to reflect all recorded easements, with a note stating that no structures may be placed within any easements without the easement holder's permission.

While parking is shown on the site plan, no information has been provided to verify that the entire PUD site meets parking requirements. As such, if approved, the site plan should be revised to include a table detailing the off-street parking requirements per Table 64-3-12.1 of Article 3 of the UDC for each use within the PUD, along with the number of spaces provided.

Additionally, the site plan does not illustrate the required minimum building setback along any frontage. If approved, the Final PUD site plan should be revised to show a 25-foot minimum building setback along all frontages, in compliance with Article 2 Section 64-2-13.E. of the UDC for lots in a B-2, Neighborhood Business Suburban District.

The proposed site plan also omits the lot sizes and the square footage of existing commercial structures, as required by Article 10 Section 64-10-3.E.3(c) of the UDC. As such, if approved, the Final PUD site plan should be revised to include the size of all existing commercial structures in square feet, as well as the lot sizes in both square feet and acres. Alternatively, a table providing this information will suffice.

Furthermore, if approved, the site plan should be revised to illustrate the right-of-way widths for all abutting streets on the Final PUD site plan.

The proposed redevelopment of Lot 1-B-1 must fully comply with the tree planting and landscaping standards outlined in Article 3 Section 64-3-7 of the UDC. This may require further revisions to ensure compliance with minimum landscaping and tree planting requirements. If approved, the site plan should be revised to incorporate these standards, adjusting the parking layout as necessary. The revised plan must be submitted to Staff for review prior to recording the Final PUD site plan in Mobile County Probate Court.

It should be noted that future development or redevelopment of the proposed lots may require additional modifications of the PUD to be approved by the Planning Commission and City Council. A note stating as much should be placed on the recorded site plan, if approved.

PLANNED UNIT DEVELOPMENT MODIFICATION CONSIDERATIONS

Standards of Review:

The Unified Development Code (UDC) in Section 64-5-8-B.2(b)(5) states the following concerning Planned Unit Development / Planning Approval Modifications:

> Approval Criteria. The Planning Commission shall not recommend a major modification for approval, and the City Council shall not approve the modification, unless the proposed modification:
>
> a. Is consistent with all applicable requirements of this Chapter;
> b. Is compatible with the character of the surrounding neighborhood;
> c. Will not impede the orderly development and improvement of surrounding property;
> d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:
>
> 1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
> 2. Includes adequate public facilities and utilities;
>
> e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
> f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
> g. Shall not be detrimental or endanger the public health, safety or general welfare.
> h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

Considerations:

If the Planning Commission considers a recommendation of approval for the Modified Planned Unit Development, the following Findings of Fact must apply:

a. Is consistent with all applicable requirements of this Chapter;
b. Is compatible with the character of the surrounding neighborhood;
c. Will not impede the orderly development and improvement of surrounding property;
d. Will not adversely affect the health, safety or welfare of persons living or working in the surrounding neighborhood, or be more injurious to property or improvements in the neighborhood:

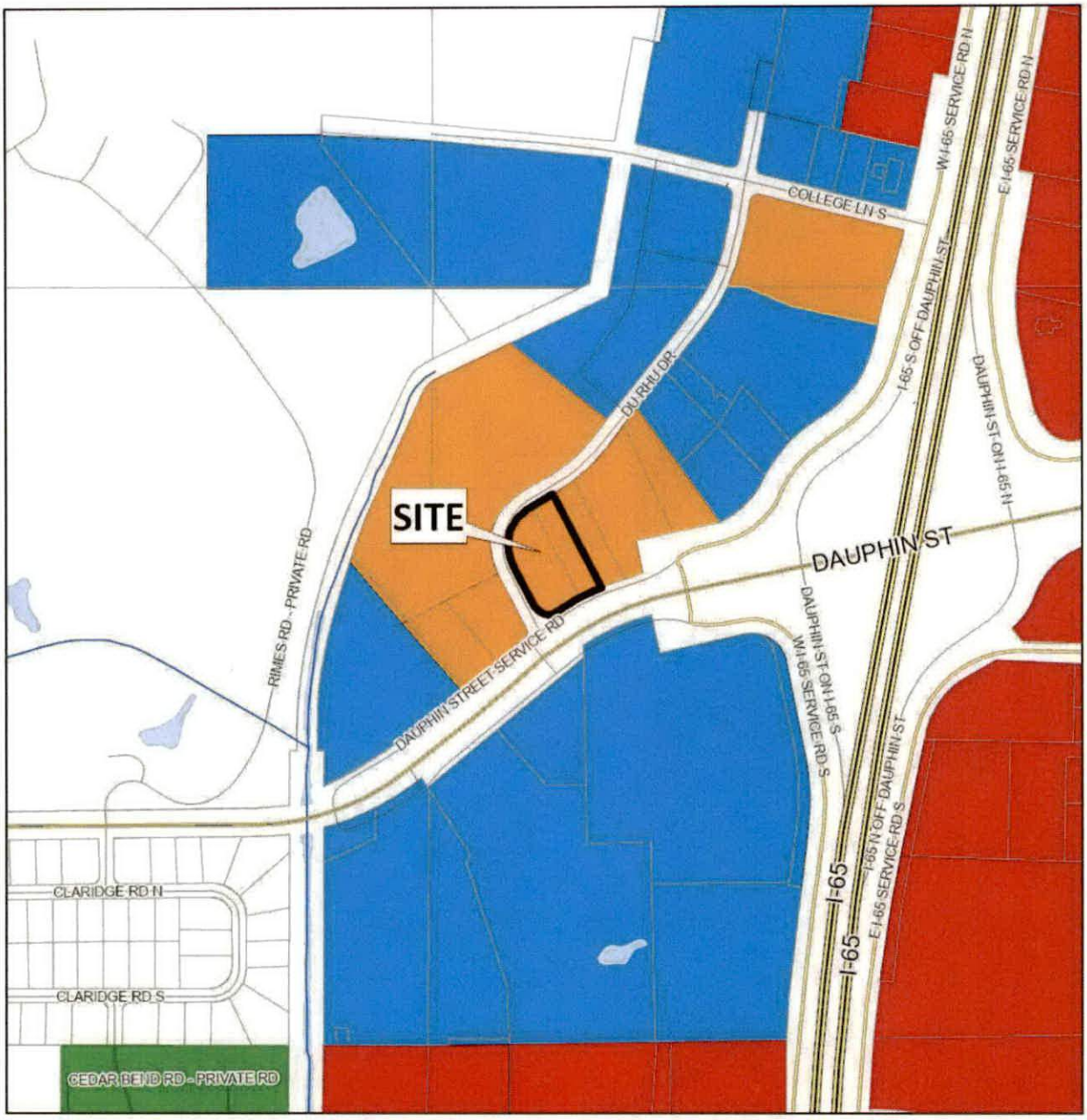
    1. In making this determination, the Planning Commission and City Council shall consider the location, type and height of buildings or structures, the type and extent of landscaping and screening, lighting, hours of operation or any other conditions that mitigate the impacts of the proposed development; and
    2. Includes adequate public facilities and utilities;

e. Is subject to adequate design standards to provide ingress and egress that minimize traffic hazards and traffic congestion on the public roads;
f. Is not noxious or offensive by reason of emissions, vibration, noise, odor, dust, smoke or gas; and
g. Shall not be detrimental or endanger the public health, safety or general welfare.
h. Benefits Consideration. In addition, consideration should also be given to the City's and the larger community's best interests and the need, benefit, or public purpose of the proposed request.

If approved, the following conditions could apply:

1. Revision of the Final PUD site plan to reflect any/all recorded easements present on the subject site;
2. Provision of a note on the Final PUD site plan stating no structures shall be constructed in any easement without permission from the easement holder;
3. Revision of the site plan to provide a table noting the off-street parking requirements of Table 64-3-12.1 of Article 3 of the UDC for each use of the entire PUD site, along with the number of parking spaces provided;
4. Revision of the Final PUD site plan to illustrate a 25-foot minimum building setback line along all frontages, as required by Section 64-2-13.E. of the Unified Development Code;
5. Revision of the Final PUD site plan to include the lot size labels in both square feet and acres, or provision of a table on the Final PUD site plan with the same information;
6. Provision of all existing and proposed building sizes in square feet on the Final PUD site plan;
7. Provision of the rights-of-way along all streets on the Final PUD site plan;
8. Provision of a note on the Final PUD site plan stating future development or redevelopment of the property may require approval by the Planning Commission and City Council;
9. Submittal to and approval by Planning and Zoning of the revised Modified Planned Unit Development site plan prior to their recording in Probate Court, and the provision of a copy of the recorded site plan (pdf) to Planning and Zoning; and,
10. Full compliance with all municipal codes and ordinances.

LOCATOR ZONING MAP



APPLICATION NUMBER 9 DATE March 20, 2025

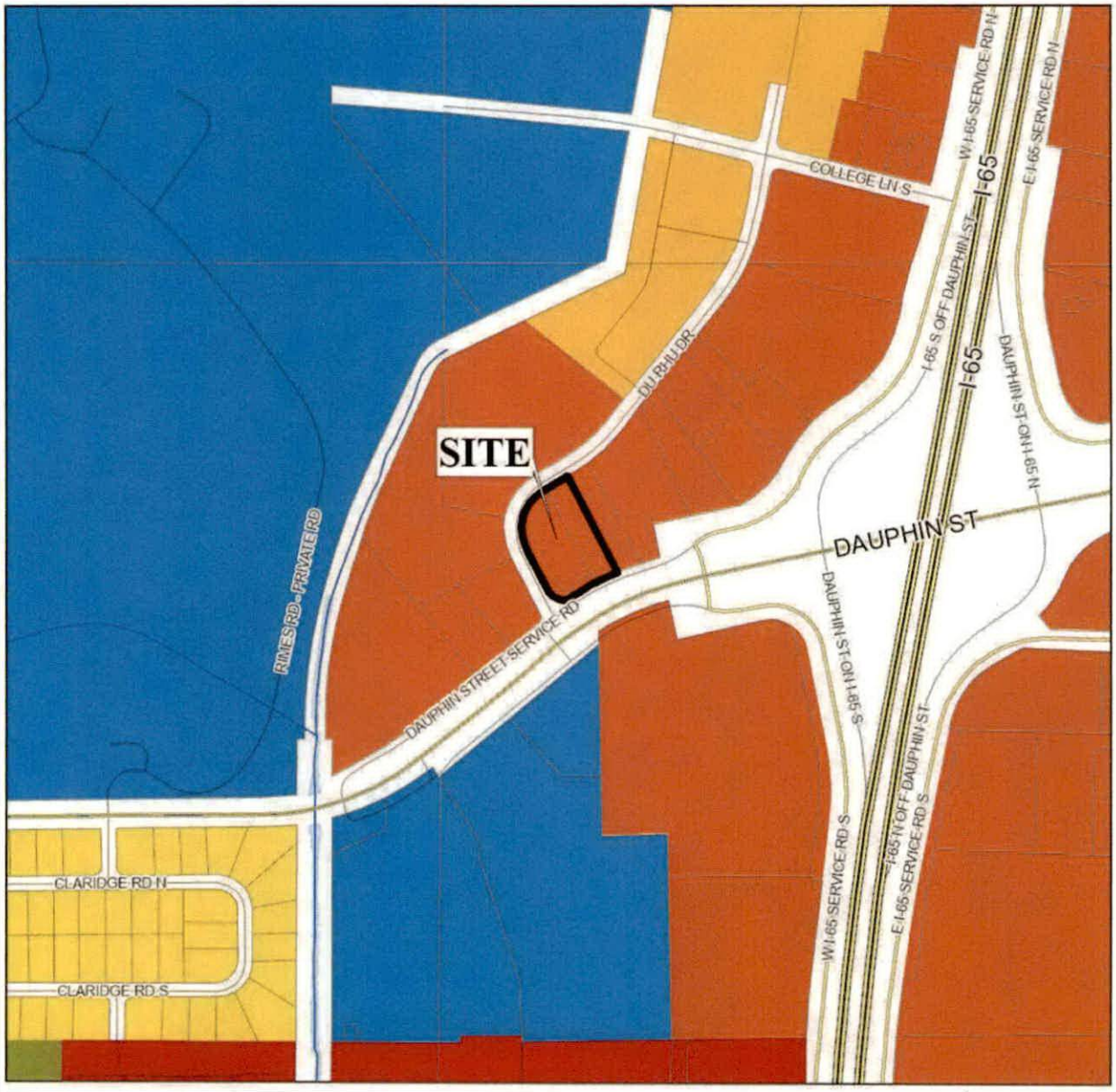
APPLICANT Charles D. Tisher, Jr., P.E., Clark Geer Lathan & Associates

REQUEST PUD Modification

N

NTS

FLUM LOCATOR MAP



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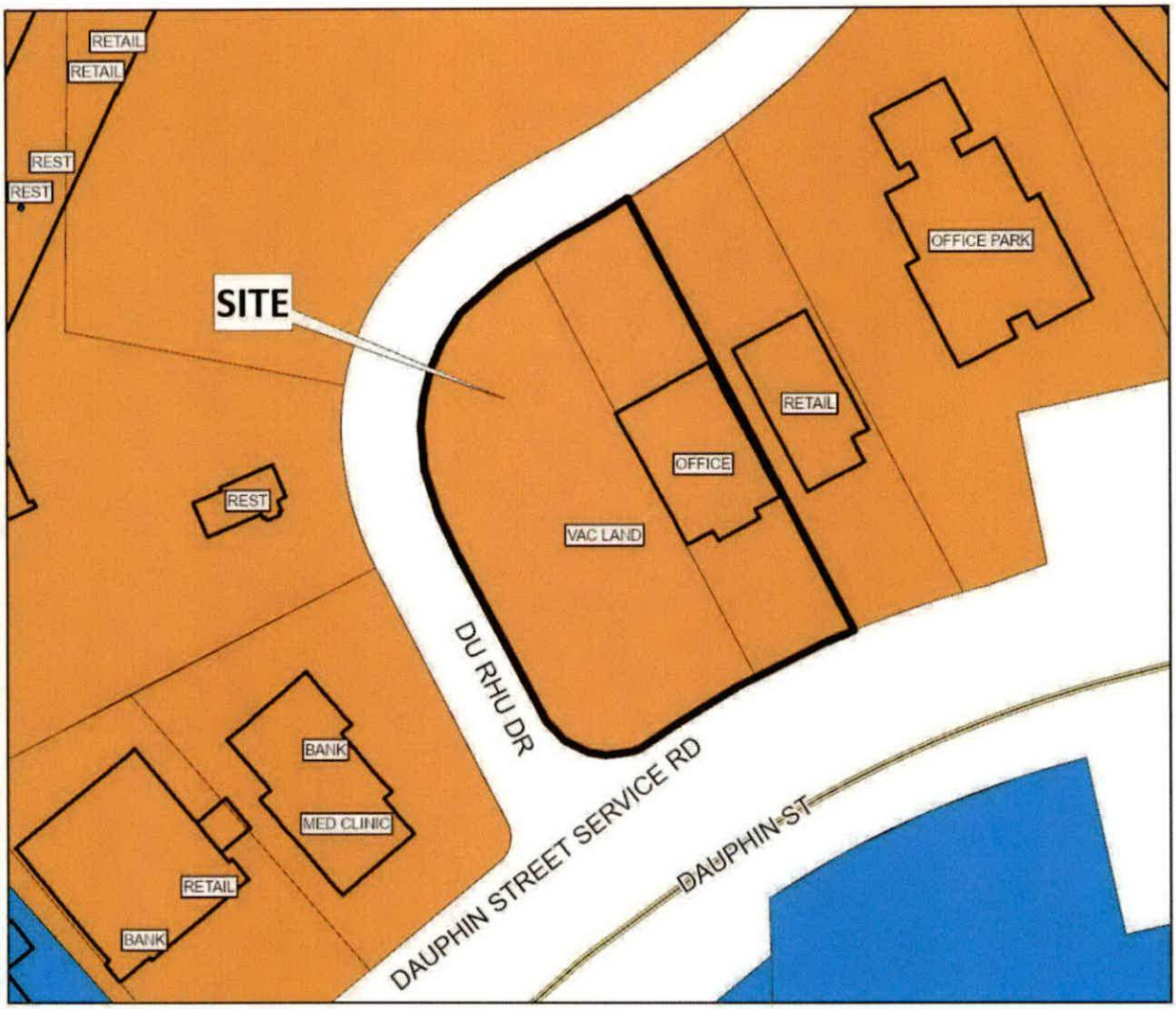
REQUEST PUD Modification

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Light Industry
- Heavy Industry
- Institutional
- Parks, Open Space
- Water Dependent

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units.

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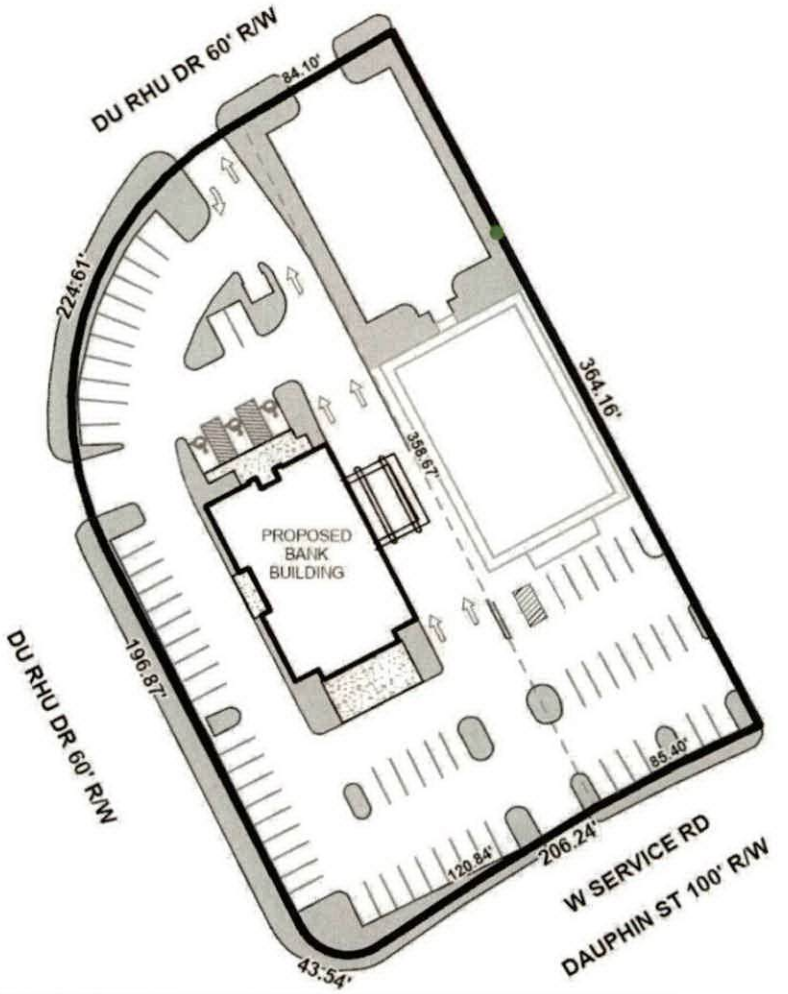
REQUEST PUD Modification

R-A R-3 B-1 B-2 B-5 ML I-2 OPEN T-3 T-5.2
R-1 R-B T-B B-3 CW MH PD SD T-4 T-6
R-2 H-B LB-2 B-4 MM I-1 MUN SD-WH T-5.1

N

NTS

PROPOSED SITE PLAN



The site plan illustrates the proposed building, parking, and drive thru.

APPLICATION NUMBER 9 DATE March 20, 2025	N
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REQUEST PUD Modification	NTS

ZONING DISTRICT CORRESPONDENCE MATRIX

		LOW DENSITY RESIDENTIAL (LDR)	MIXED DENSITY RESIDENTIAL (MXDR)	DOWNTOWN (DT)	DISTRICT CENTER (DC)	NEIGHBORHOOD CENTER - TRADITIONAL (NC-T)	NEIGHBORHOOD CENTER - SUBURBAN (NC-S)	TRADITIONAL CORRIDOR (TC)	MIXED COMMERCIAL CORRIDOR (MCC)	LIGHT INDUSTRIAL (LI)	HEAVY INDUSTRY (HI)	INSTITUTIONAL LAND USE (INS)	PARKS & OPEN SPACE (POS)	DOWNTOWN WATERFRONT (DW)	WATER DEPENDENT USES (WDWRU)
RESIDENTIAL - AG	R-A												□		
ONE-FAMILY RESIDENCE	R-1	■				■		■					□		
TWO-FAMILY RESIDENCE	R-2	■				■		■					□	○	
MULTIPLE-FAMILY	R-3	○	■			■	■						□	○	
RESIDENTIAL-BUSINESS	R-B		○			■		■					□	○	
TRANSITIONAL-BUSINESS	T-B		○		■	■	■	■					□		
HISTORIC BUSINESS	H-B			■		■		■					□		
VILLAGE CENTER	TCD					■	■						□		
NEIGH. CENTER	TCD					■	■						□		
NEIGH. GENERAL	TCD					■							□		
DOWNTOWN DEV. DDD	T-6			■									□		
DOWNTOWN DEV. DDD	T-5.1			■		■		□					□		
DOWNTOWN DEV. DDD	T-5.2			■		■							□		
DOWNTOWN DEV. DDD	T-4			■		■		□					□		
DOWNTOWN DEV. DDD	T-3			■		■							□		
DOWNTOWN DEV. DDD	SD-WH									○	○		□		
DOWNTOWN DEV. DD	SD	○	○	○	○	○	○	○		○	○		□		
BUFFER BUSINESS	B-1		□			□	■	■	■				□	○	
NEIGH. BUSINESS	B-2		○			□	■	■	■				□	○	
LIMITED BUSINESS	LB-2		○			□	■	■	■				□	○	
COMMUNITY BUSINESS	B-3				■				■			○	□	○	
GEN. BUSINESS	B-4			■					■			○	□	○	
OFFICE-DISTRIBUTION	B-5								■	■			□	□	
LIGHT INDUSTRY	I-1									■			□	□	□
HEAVY INDUSTRY	I-2										■		□		□

Zoning District Correspondence Matrix

- ■ Directly Related
- ○ Elements of the zoning category are related to the future LU category, but with qualifications (such as a development plan with conditions)
- □ Land use category is appropriate, but the district does not directly implement the category (e.g., open space in an industrial district)

MIXED COMMERCIAL CORRIDOR (MCC)

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

AMBL LLC
PO BOX 7475
MOBILE, AL 36670

BRYANT BANK
MICHAEL HOLLAND
6151 AIRPORT BLVD
MOBILE, AL 36608

SPRINGHILL COLLEGE C/O LEGACY VILLAGE, LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

3700 DAUPHIN LLC, AN ALABAMA LLC
61 JORDAN LANE
MOBILE, AL 36608

SPRINGHILL REALTY ASSOC., AN ALABAMA GENERAL PARTNERSHIP
3701 DAUPHIN STREET
MOBILE, AL 36608

LEGACY VILLAGE SHOPPING CENTER LLC, C/O MORRISON INVESTMENT GROUP LLC
5119 MAGAZINE STREET
NEW ORLEANS, LA 70115

DAUPHIN WAY BAPTIST CHURCH
3661 DAUPHIN STREET
MOBILE, AL 36604

DAUPHIN 65 LLC
118 N ROYAL ST, STE 700,
MOBILE, AL 36602

ZUNDEL PROPERTIES L L C
3670 DAUPHIN ST
MOBILE, AL 36606

DAUPHIN SPRINGHILL CENTER
3279 AIRPORT BLVD
MOBILE, AL 36606

SMARTBANK
5401 KINGSTON PIKE, STE 600
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MOBILE, AL 36608